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NEW DELHI, SATURDAY, DECEMBER 11, 1982/AGRAHAYANA 20, 1982

इस माग में इस पृष्ठ संख्या की आती है जिसके लिए कि यह भला लैफल के रूप में रखा जा लें।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—पार्ट 3—उप-भाग (II)

PART II—Section 3—Sub-section (II)

(राज मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा आई जिए गए सांविधिक आदेश और लाध्यक्रमालय
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कल्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

सूचना

नई दिल्ली, 18 नवम्बर, 1982

का. ना. 4093—नोटरीज नियम, 1956 के नियम 6 के अनुसार ऐसे सभी प्राप्तिकारी द्वारा यह सूचना दी जाती है कि वे विष नौहन विधि, प्राप्तिकेट 15 भवर बाजार, इसी, उत्तर प्रदेश ने उक्त प्राप्तिकारी को उक्त नियम के नियम 4 के अधीन एक घावेश इस बात के लिए विधा है कि उसे जांसी जिले में व्यवस्थापन करने के लिए नोटरी के रूप में नियुक्त किया जाये।

2 उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का प्राप्तेप इस सूचना के प्रकाशन के बीचह दिन के भीतर लिखित रूप में भेजे पाये जाए।

[स० ३(७९)/८२—न्या०]

के. सी० डी० गगवानी, मंत्रालय प्राप्तिकारी

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Department of Legal Affairs)

NOTICE

New Delhi, the 18th November, 1982

S.O. 4093.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956.
1018 GI/82-1

that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Brij Mohan Misra, Advocate 15, Sadar Bazar, Jhansi, U.P. for appointment as a Notary to practise in Jhansi District of U.P.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[F. No. 5(79)/82-Judl.]
K. C. D. GANGWANI, Competent Authority

विधि मंत्रालय

(विधि कार्य विभाग)

(विधिकारी प्रभाग)

नई दिल्ली, 13 नवम्बर, 1982

का. ना. 4094.—प्रादेशिक ग्रामीण बैंक की अधिनियम, 1976 (1976 का 21) की भारा 11 की उप-धारा (1) द्वारा प्रदत्त विधियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री राम चरण पाण्डेय को वर्धमान ग्रामीण बैंक, वर्धमान का विधिक नियुक्त करती है तथा 23-10-1982 से प्रारम्भ होकर 22-10-1985 को सभाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री राम चरण पाण्डेय अध्यक्ष के रूप में कार्य करें।

[मंत्रालय अफ. 2-85/82-बार आर. डी]

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi the 13th November, 1982

S.O. 4094—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Ram Charan Pandey as the Chairman of the Bardhaman Gramin Bank Burdwan and specifies the period commencing on the 23-10-82 and ending with the 22-10-85 as the period for which the said Shri Ram Charan Pandey shall hold office as such Chairman.

[No F 9-85/82-RRB]

नई दिल्ली 25 नवम्बर 1982

का० आ० 4095—प्रादेशिक प्रामीण बैंक विभिन्नता 1976 (1976 का 21) की आरा 11 की उपलब्धा (1) द्वारा 'प्रदेश विभिन्नता' का अधिकार करते हुए केन्द्रीय सरकार उपलब्धा की एन० सूचनाराज्य को राज्यरेखी लोकीय प्रामीण बैंक ग्राम्यकर्त्ता का अधिकार विभूषित करती है तथा 11-10-1982 से प्रारम्भ होकर 10-10-1985 को समाप्त होने वाली विभिन्नता को उन् अधिकारों के बाहे में विभागिते करती है विषयक दोरान की एन० सूचनाराज्य घोषणा के द्वारे करेन।

[संख्या एच० 8-15/79-आर० आर० वी०]

ग्राम बोर्ड, राज्यवाचिक

New Delhi, the 25th November, 1982

S.O. 4095—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri N Suryanarayanan as the Chairman of the Rae Bareli Kshettriya Gramin Bank, Rae Bareli and specifies the period commencing on the 11th October, 1982 and ending with the 10th October, 1985 as the period for which the said Shri N Suryanarayanan shall hold office as such Chairman.

[No F 8-15/79 RRB]
RAAM BEHRA, Under Secy

माथकर आशुषत कावित्य विद्यर्थ

नागपुर 30 नवम्बर 1982

का० आ० 4096—नीचे दी गयी विभिन्नतों की सूची की जारी है जिनका विस्तृत वर्णन 1981-82 में गुरु वर्ष की 'निष्ठारण' 10 नवम्बर द० से प्रविष्ट वर्ष किया गया है। (1) ईवियन-विभिन्नतों के लिए 'एवं विभिन्नता व्युत्पत्ति' के लिए इन विभिन्नतों के नवायाम के लिए 'व्यवस्था', लाल के लिए 'स्थान', (2) निष्ठारण वर्ष (3) विभवकी में वतावा अन्/निष्ठारित अन् (4) निष्ठारित द्वारा-देवकर, (5) निष्ठारित द्वारा अदा किया जाना कर दीशा है।

1 श्रीमती वसिम बी पटेल, गोविला

(1) अ० (2) 1981-82 (3) र० 1323844 / र० 1533780
(4) र० 28990 (5) र० 28990

2 श्रीमती लक्ष्मीभाटी जी डाला नागपुर

(1) अ० (2) 1981-82 (3) र० 1015200 / र० 1015226 (4) र० 13792 (5) 13792

3 श्रीमती ईवियार्थ बृद्धी विताव डी, नागपुर

(1) अ० (2) 1977-78 (3) र० 673082 / र० 1105363 (4) र० 15930 (5) र० 15930

4 श्रीमती ईवियार्थ बृद्धी विताव डी, नागपुर

(1) अ० (2) 1978-79 (3) र० 629375 / र० 1190250 (4) र० 18510 (5) 18510

5 श्रीमती ईवियार्थ बृद्धी विताव डी, नागपुर

(1) अ० (2) 1979-80 (3) र० 856900 / र० 1114708
(4) र० 16620 (5) र० 16620

6 श्रीमती ईवियार्थ बृद्धी विताव डी नागपुर

(1) अ० (2) 1980-81 (3) र० 1153433 / र० 1193867 (4) र० 19570 (5) 19570

7 श्रीमती ईवियार्थ बृद्धी नागपुर

(1) अ० (2) 1981-82 (3) र० 1055030 / र० 1048350 (4) र० 16680 (5) 16680

8 श्री इ० श्री डिल्ली, बालदगाह नागपुर

(1) अ० (2) 1981-82 (3) र० 1236155 / र० 1257020 (4) र० 20835 (5) र० 20835

9 श्री सर्वीश्वर पांडा विवाल, काशी

(1) अ० (2) 1979-79 (3) र० 512980 / 1002900
(4) र० 13822 (5) 4830

10 श्री अमृतलालभाई हसनमाली नागपुर

(1) अ० (2) 1980-81 (3) र० 1723568 / र० 1368400 (4) र० 24802 (5) र० 38020

11 प्रसादनाथी/नागपुर/हसनमाली

(1) अ० (2) 1980-81 (3) र० 1660500 / र० 1329300
(4) र० 23629 (5) र० 30775

12 श्रीमती अश्विनीप्रसाद विवाल, काशी

(1) अ० (2) 1981-82 (3) र० 629430 / र० 1039227
(4) र० 14928 (5) र० 14928

13 लक्ष्मीनारायण वेवस्तान दूष्ट वर्षा

(1) अ० वर्ष (2) 1980-81 (3) र० 1639800 / 1575882 (4) र० 32530 (5) र० 32530

14 अमीनारायण वेवस्तान दूष्ट वर्षा

(1) अ० वर्ष (2) 1979-80 (3) 1545100 / र० 1468600 (4) र० 25465 (5) र० 25465

15 श्रीमती उमावेदी विवाल, वर्षा

(1) अ० (2) 1980-81 (3) र० 1676800 / र० 2163200 (4) र० 61915 (5) र० 37590

16 श्रीमती मदामसादेवी विवाल वर्षा

(1) अ० (2) 1981-82 (3) र० 2431300 / र० 2900400
(4) र० 98771 (5) र० 75315

17 श्रीमती जानकीदेवी वजाज, वर्षा

(1) अ० (2) 1980-81 (3) र० 1076634 / र० 1554300 (4) र० 31467 (5) र० 16049

18 श्रीमती विमलदेवी वजाज, (1) अ० (2) 1980-81 (3) र० 1832300 / र० 1933100 (4) र० 50405 (5) 45366

19 श्रीमती किरणदेवी वजाज, वर्षा

(1) अ० (2) 1980-81 (3) र० 1129200 / र० 1264100 (4) र० 21672 (5) र० 14628

20 श्रीमती किरणदेवी वजाज, वर्षा

(1) अ० (2) 1981-82 (3) र० 1462900 / 1802800
(4) र० 43888 (5) र० 27638

21 श्रीमती फूतुर्दासाजाजी वर्षा

(1) अ० (2) 1980-81 (3) र० 1027100 / र० 1318800 (4) र० 23315 (5) र० 14561

22 (1) अ० (2) 1981-82 (3) र० 1496100 / र० 2089400
(4) र० 58220 (5) 28634

23. श्रीमती तनयन बजाज, वर्धा
 (1) अ. (2) 1981-82 (3) रु 2552800
 2865400 (4) रु 97019 (5) रु 81390

24. श्रीमती मिलाकुमारीदेवी, वर्धा
 (1) अ. (2) 1981-82 (3) रु 099600/रु 1608800
 (4) रु 34189 (5) रु 16740

25. श्रीमती मिनार्मीदेवी, वर्धा
 (1) अ. (2) 1981-82 (3) रु 1302800 / रु
 2052640 (4) रु 57882 (5) रु 22833

26. श्री निराम्यकुमार बजाज, वर्धा
 (1) अ. (2) 1980-81 (3) रु 3072700 / रु
 3622300 (4) रु 134865 (5) रु 107386

27. श्री संजोबनमत बजाज, वर्धा
 (1) अ. (2) 1981-82 (3) रु 741500 / रु
 1127200 (4) रु 17566 (5) रु 8580

28. श्री शेखरकुमार बजाज, वर्धा
 (1) अ. (2) 1980-81 (3) रु 2432400 / रु
 2951100 (4) रु 101304 (5) रु 75371

29. श्री मधुरकुमार बजाज, वर्धा
 (1) अ. (2) 1980-81 (3) रु 2223600 / रु
 2716000 (4) रु 92458 (5) रु 64930

30. श्रीमती युसनवेदी जैन, वर्धा
 (1) अ. (2) 1980-81 (3) रु 2090800 / रु
 2187300 (4) रु 63114 (5) रु 58286

31. श्रीमती परतालदेवी मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 997056/रु 1321600
 (4) रु 23398 (5) 13694

32. श्रीमती नृदेवतादेवी मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 846987 / रु
 1210500 (4) रु 20063 (5) 12890

33. श्रीमती शांतदेवी मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 1018780 / रु
 1266700 (4) रु 21751 (5) 14376

34. श्री रणछोडायास मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 841461 / रु
 1122200 (4) रु 174116 (5) रु 6273

35. श्री विनोदकुमार मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 916270/रु 1088453
 (4) रु 16403 (5) रु 11441

36. श्री बालबास मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 4029655 / रु
 1718900 (4) रु 39697 (5) रु 144840

37. श्री प्रस्तुकुमार मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) रु 968384 / रु
 1219191 (4) रु 20347 (5) रु 11794

38. श्री गिरवरदास मोहता, हिंगलाघाट
 (1) अ. (2) 1981-82 (3) 857465 / रु
 1607800 (4) रु 34102 (5) रु 10900

39. श्री कमलकुमार बजाज, वर्धा
 (1) हि. (2) 1981-82 (3) रु 3794300 / रु
 3862200 (4) रु 166863 (5) रु 163467

40. श्री निराम्यकुमार बजाज, वर्धा
 (1) हि. (2) 1980-81 (3) रु 3636600 / रु
 1656700 (4) रु 56580 (5) रु 44576

41. श्री गच्छेश्वर मोहता, हिंगलाघाट
 (1) हि. (2) 1981-82 (3) रु 667000 / रु
 1045674 (4) रु 26033 (5) रु 13761

42. श्री गिरवरदास मोहता, हिंगलाघाट
 (1) हि. (2) 1981-82 (3) रु 657830 / रु
 1087674 (4) रु 28133 (5) रु 11566

43. श्री ज्ञानेश्वर मोहता, केमिली ट्रस्ट, वर्धा
 (1) अ. (2) 1981-82 (3) रु 135600 / रु
 1356100 (4) रु 40682 (5) रु 40682

44. श्री मधुरकुमार बजाज ट्रस्ट नं. ८१, वर्धा
 (1) अ. (2) 1981-82 (3) रु 2183100 / रु
 2103100 (4) रु 62905 (5) रु 62905

45. श्री गोप्ता, बजाज, केमिली ट्रस्ट, वर्धा
 (1) अ. (2) 1981-82 (3) रु 2849900 / रु
 2849900 (4) रु 96246 (5) रु 85811

46. श्री गवालबास, मोहता, हिंगलाघाट
 (1) हि. (2) 1981-82 (3) रु 902455 / रु
 1306600 (4) रु 39078 (5) रु 19010

47. श्रीमती चदादेवी सराफ, नागपुर
 (1) हि. (2) 1977-78 (3) रु 835267 / रु
 2437522 (4) रु 57067 (5) रु 12151

48. श्री मुरलीधर सराफ बुमसर
 (1) हि. (2) 1977-78 (3) रु 8908800 / रु
 1067170 (4) रु 23600 (5) रु 15020

49. श्री द्वावबान-मिश्चान, कामती
 (1) अ. (2) 1977-78 (3) निल / रु 1450000
 (4) रु 24390 (5) निल

50. श्री अमृत एस अनबटे, नागपुर
 (1) अ. (2) 1978-79 (3) निल / रु 1048831
 (4) रु 14970 (5) निल

51. आर एस. पाठौर केंद्रिय घर्ष. विभाग, नागपुर
 (1) अ. (2) 1977-78 (3) निल / रु 1584092
 (2) रु 29194 (5) निल

52. श्री हैदरेकामार स्मारक सर्मती, नागपुर
 (1) अ. (2) 1977-78 (3) निल / रु 1261866
 (4) रु 20295 (5) निल

53. श्री एम डी भनबटे, नागपुर
 (1) अ. (2) 1977-78 (3) 739900 / रु
 173202 (4) रु 32231 (5) रु 2000

54. श्री रामाजीजीबाब बीष्णवबटे, नागपुर
 (1) हि. (2) 1977-78 (3) रु 236000/रु 2103870
 (4) रु 59885 (5) निल

55. श्री विलाजीजीबाब बीष्णवबटे, नागपुर
 (1) अ. (2) 1977-78 (3) रु 538200 / रु
 1482680 (4) रु 25817 (5) रु 559

56. श्री मधुरकुमार बजाज, वर्धा
 (1) अ. (2) 1981-82 (3) रु 4866600 / रु
 5671500 (4) रु 233335 (5) रु 197081

57. श्री यशोवल्लभ पुरबमल देशा अमरावती
 (1) हि. (2) 1981-82 (3) रु 10152581/
 रु 1015300 (4) 23503 (5) रु 23503

58. श्रीमती. पञ्चाबाई एस कोठारी नांदुरा
 (1) अ. (2) 1981-82 (3) रु 1228309 / रु
 1448920 (4) रु 26424 (5) रु 26424

(Office of the Commissioner of Income-tax)

Nagpur, the 30th September, 1982

S.O. 4096.—Following is the list of persons who have been assessed to net wealth over Rs. 10 lakhs during the financial year 1981-82 indicating (i) Status 'I' for Individuals and 'H' for HUFs, 'AOP' for Association of Persons and 'A' for Trusts, (ii) Assessment Year, (iii) for wealth returned, (iv) wealth assessed, (v) for tax payable by the assessees, (vi) Tax paid by the assessees :—

1. Smt. Varshaben P. Patel, Gondia
 (i) I (ii) 1981-82 (iii) Rs. 13,23,844/Rs. 15,33,780
 (iv) Rs. 28,990 (v) Rs. 28,990.
2. Smt. Rupkumari G. Daga, Nagpur,
 (i) I (ii) 1981-82 (iii) Rs. 10,15,200/Rs. 10,15,226
 (iv) Rs. 13,792 (v) Rs. 13,792.
3. Smt. Indirabai Buty, Sitabuldi, Nagpur,
 (i) I (ii) 1977-78 (iii) Rs. 673,082/Rs. 11,05,563
 (iv) Rs. 15,930 (v) Rs. 15,930.
4. Smt. Indirabai Buty, Sitabuldi, Nagpur,
 (i) I (ii) 1978-79 (iii) Rs. 8,29,375/Rs. 11,90,250
 (iv) Rs. 18,510 (v) Rs. 18,510.
5. Smt. Indirabai Buty, Sitabuldi, Nagpur,
 (i) I (ii) 1979-80 (iii) Rs. 8,56,900/Rs. 11,14,708
 (iv) Rs. 16,620 (v) Rs. 16,620.
6. Smt. Indirabai Buty, Sitabuldi, Nagpur,
 (iv) I (ii) 1980-81 (iii) Rs. 11,53,433/Rs. 11,93,863
 (iv) Rs. 19,570 (v) Rs. 19,570.
7. Smt. Indirabai Buty, Sitabuldi, Nagpur,
 (i) I (ii) 1981-82 (iii) Rs. 10,55,036/Rs. 10,98,350
 (iv) Rs. 16,680 (v) Rs. 16,680.
8. Shri E. C. Eduljee, Mount Road, Nagpur,
 (i) I (ii) 1981-82 (iii) Rs. 12,36,155/Rs. 12,57,020
 (iv) Rs. 20,835 (v) Rs. 20,835.
9. Shri Sanjivkumar Porwal, Kamptee,
 (i) I (ii) 1978-79 (iii) Rs. 5,13,980/Rs. 10,02,900
 (iv) Rs. 13,822 (v) Rs. 4,030.
10. Shri Abdullabhai Hasanali, Nagpur,
 (i) I (ii) 1980-81 (iii) Rs. 17,23,568/Rs. 13,68,400
 (iv) Rs. 24,802 (v) Rs. 38,020.
11. Asaghrali Hasanali, Nagpur,
 (i) I (ii) 1980-81 (iii) Rs. 16,60,500/Rs. 13,29,300
 (iv) Rs. 23,629 (v) Rs. 30,775.
12. Smt. Laxmidevi Agrawal, Kamptee,
 (i) I (ii) 1981-82 (iii) Rs. 6,29,430/Rs. 10,39,227
 (iv) Rs. 14,928 (v) Rs. 14,928.
13. Laxminarayan Deosthan Trust, Wardha,
 (iv) AOP (ii) 1980-81 (iii) Rs. 16,39,600/Rs. 15,75,682
 (iv) Rs. 32,530 (v) Rs. 32,530.
14. Laxminarayana Deosthan Trust, Wardha,
 (i) AOP (ii) 1979-80 (iii) Rs. 15,45,100/Rs. 14,68,600
 (iv) Rs. 25,465 (v) Rs. 25,465.
15. Smt. Umadevi Agarwal, Wardha,
 (i) (ii) 1980-81 (iii) Rs. 16,76,800/Rs. 21,63,200
 (iv) Rs. 61,915 (v) Rs. 37,590.
16. Smt. Madalsadevi Agarwal, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 24,31,300/Rs. 29,00,400
 (iv) Rs. 98,771 (v) Rs. 75,315.
17. Smt. Jankidevi Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 10,76,634/Rs. 15,54,300
 (iv) Rs. 31,467 (v) Rs. 16,049.
18. Smt. Vimaladevi Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 18,32,300/Rs. 19,33,100
 (iv) Rs. 50,405 (v) Rs. 45,366.
19. Smt. Kirandevi Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 11,29,200/Rs. 12,64,100
 (iv) Rs. 21,672 (v) Rs. 14,628.
20. Smt. Kirandevi Bajaj, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 14,62,900/Rs. 18,02,800
 (iv) Rs. 43,888 (v) Rs. 27,639.
21. Smt. Kumud Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 10,27,100/Rs. 13,18,800
 (iv) Rs. 23,315 (v) Rs. 14,561.
22. Smt. Kumud Bajaj, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 14,96,100/Rs. 20,89,400
 (iv) Rs. 58,220 (v) Rs. 28,634.
23. Shri Rajivnayan Bajaj, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 25,52,800/Rs. 28,65,400
 (iv) Rs. 97,019 (v) Rs. 81,390.
24. Smt. Minakshidevi, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 10,99,600/Rs. 16,08,800
 (iv) Rs. 34,189 (v) Rs. 16,740.
25. Smt. Minakshidevi, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 13,02,800/Rs. 20,82,640
 (iv) Rs. 57,882 (v) Rs. 22,833.
26. Shri Nirajkumar Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 30,72,700/Rs. 36,22,300
 (iv) Rs. 1,34,865 (v) Rs. 1,07,386.
27. Shri Sanjivnayan Bajaj, Wardha,
 (i) I (ii) 1981-82 (iii) Rs. 7,41,500/Rs. 11,27,200
 (iv) Rs. 17,566 (v) Rs. 8,580.
28. Shri Shekharkumar Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 24,32,400/Rs. 29,51,100
 (iv) Rs. 1,01,304 (v) Rs. 75,371.
29. Shri Madhurkumar Bajaj, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 22,23,600/Rs. 27,76,000
 (iv) Rs. 92,458 (v) Rs. 64,930.
30. Smt. Sumandevi Jain, Wardha,
 (i) I (ii) 1980-81 (iii) Rs. 20,90,800/Rs. 21,87,300
 (iv) Rs. 63,114 (v) Rs. 58,286.
31. Smt. Saraladevi Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 9,97,056/Rs. 13,21,600
 (iv) Rs. 23,398 (v) Rs. 13,694.
32. Smt. Suryakantadevi Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 8,46,987/Rs. 12,10,500
 (iv) Rs. 20,063 (v) Rs. 12,690.
33. Smt. Shantadevi Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 10,18,780/Rs. 12,66,700
 (iv) Rs. 21,751 (v) Rs. 14,376.
34. Shri Ranchhoddas Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 6,41,461/Rs. 11,22,200
 (iv) Rs. 7,74,116 (v) Rs. 6,273.
35. Shri Vinodkumar Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 9,16,270/Rs. 10,88,453
 (iv) Rs. 16,403 (v) Rs. 11,441.
36. Shri Gwaldas Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 10,39,655/Rs. 17,18,900
 (iv) Rs. 39,697 (v) Rs. 14,940.
37. Shri Arunkumar Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 9,68,584/Rs. 12,19,191
 (iv) Rs. 20,347 (v) Rs. 11,794.
38. Shri Girdhardas Mohata, Hinganghat,
 (i) I (ii) 1981-82 (iii) Rs. 8,57,465/Rs. 16,07,800
 (iv) Rs. 34,102 (v) Rs. 10,900.
39. Shri Kamalnayan Bajaj, Wardha,
 (i) H (ii) 1981-82 (iii) Rs. 37,94,300/Rs. 38,62,200
 (iv) Rs. 1,66,863 (v) Rs. 1,63,467.
40. Shri Nirajkumar Bajaj, Wardha,
 (i) H (ii) 1980-81 (iii) Rs. 14,16,600/Rs. 16,56,700
 (iv) Rs. 56,580 (v) Rs. 44,576.
41. Shri Ranchhoddas Mohata, Hinganghat,
 (i) H (ii) 1981-82 (iii) Rs. 6,67,000/Rs. 10,45,674
 (iv) Rs. 26,033 (v) Rs. 13,761.

42. Shri Girdhardas Mohata, Hinganghat,
 (i) H (ii) 1981-82 (iii) Rs. 6,57,830/Rs. 10,87,671
 (iv) Rs. 28,133 (v) Rs. 11,566.

43. Shri Shaikumar Bajaj Family Trust, Wardha,
 (i) T (ii) 1981-82 (iii) Rs. 13,56,100/Rs. 13,56,100
 (iv) Rs. 40,662 (v) Rs. 40,682.

44. Shri Madhukumar Bajaj Trust No. 1, Wardha,
 (i) T (ii) 1981-82 (iii) Rs. 21,83,100/Rs. 21,83,100
 (iv) Rs. 62,905 (v) Rs. 62,905.

45. Shri Shekhar Bajaj Family Trust, Wardha,
 (i) T (ii) 1981-82 (iii) Rs. 28,49,900/Rs. 28,49,900
 (iv) Rs. 96,246 (v) Rs. 85,811.

46. Shri Gwadadas Mohata, Hinganghat,
 (i) H (ii) 1981-82 (iii) Rs. 9,02,455/Rs. 13,06,600
 (iv) Rs. 39,078 (v) Rs. 19,010.

47. Smt. Chandarmdevi Saraf, Nagpur,
 (i) I (ii) Rs. 77-78 (iii) Rs. 8,35,267/Rs. 24,37,522
 (iv) Rs. 57,067 (v) Rs. 12,151.

48. Shri Murlidhar Saraf, Tumsar,
 (i) H (ii) 1977-78 (iii) Rs. 8,90,800/Rs. 10,67,170
 (iv) 23,600 (v) Rs. 15,020.

49. Shri Nawabkhan Sibbukhan, Kamptee,
 (i) I (ii) 1977-78 (iii) Nil/Rs. 14,50,000 (iv)
 Rs. 24,390 (v) Nil.

50. Shri Amrit S. Dhanwatey, Nagpur,
 (i) I (ii) 1978-79 (iii) Nil/Rs. 10,48,831 (iv)
 Rs. 14,970 (v) Nil.

51. R.S.S. Kendriya Artha Vibhag, Nagpur,
 (i) I (ii) 1977-78 (iii) Nil/Rs. 15,84,092 (iv) Rs.
 29,194 (v) Nil.

52. Hedgewar Smarak Samiti, Nagpur,
 (i) I (ii) 1977-78 (iii) Nil/Rs. 12,61,866 (iv)
 Rs. 20,295 (v) Nil.

53. Shri M. D. Dhanwatey, Nagpur,
 (i) I (ii) 1977-78 (iii) Rs. 7,39,900/Rs. 17,03,202
 (iv) Rs. 32,231 (v) Rs. 2000.

54. Shri Shivajirao V. Dhanwatey, Nagpur
 (i) H (ii) 1977-78 (iii) Rs. 2,36,000/Rs. 21,03,870
 (iv) 59,885 (v) Nil.

55. Shri Shivajirao V. Dhanwatey, Nagpur,
 (i) I (ii) 1977-78 (iii) Rs. 5,38,200/Rs. 14,82,680
 (iv) Rs. 25,817 (v) Rs. 559.

56. Shri Madhukumar Bajaj, Wardha.
 (i) I (ii) 1981-82 (iii) Rs. 48,66,600/Rs. 56,71,500
 (iv) Rs. 2,33,335 (v) Rs. 1,97,081.

57. Shri Radhavallabha Puranmalji Heda, Arravati
 (i) 'H' (ii) 1981-82 (iii) Rs. 10,15,258/Rs. 10,15,300 (iv)
 Rs. 23,503 (v) Rs. 23,503

58. Smt. Panabai S. Kothari, Nandura
 (i) I (ii) 1981-82 (iii) Rs. 12,28,309/Rs. 14,48,920 (iv)
 Rs. 26,424 (v) Rs. 26,424

[F. No. Tech. & PR/287/42-A/82-83]

का० आ० 4097:-मीठे उन व्यक्तियों की सूची दी जा रही है जिन पर
 विवरण वर्ष 1981-82 के बोरान रु० 5000/- से कम की शामिल
 रही साथी यांची थी। (1) व्यक्तियों के लिये "व्य", हिन्दू धर्मिभक्त
 कुटुम्ब के लिए "हि", गंगोकुल कर्म के लिये "पक", ग्राजीकृत कर्ब
 के लिये "आफ" कम्पनी के लिये "क" तथा महाकारी समिति के लिये
 "समिति", व्यक्तियों के समुदाय के लिये "असम्" (2) निवारण वर्ष
 (3) जाति की राजि (4) धारा जिसके अधीन ज्ञासित सांगी यांची
 रहीता है।

1. मैसरै श्री० एम० दामले, काटन सर्वेन्ट (प्र०) लिमिटेड, नागपुर
 (1) क (2) 1977-78 (3) रु० 13,810 (4) 271
 (1) (ए)

2. श्री रामचन्द्र धर्मवाल, कामठी
 (1) हि (2) 1969-70 (3) रु० 5,620 (4) 18
 (1) (ए)

3. श्री मोहम्मद याकूब, हसापुरी, नागपुर
 (1) व्य (2) 1979-80 (3) रु० 16,010 (4) 271
 (1) (सी०)

4. श्री श्री० याकूब, हसापुरी, नागपुर
 (1) व्य (2) 1980-81 (3) रु० 11,166 (4) 271
 (1) (सी०)

5. हिंगणाराठ लालुका एस० क० श्री० समिति लिमिटेड, हिंगणाराठ
 (1) व्यक्तम (2) 1976-77 (3) रु० 5,764 (4)
 273 (सी०)

6. हिंगणाराठ लालुका एस० क० वि० मर्मिन लिमिटेड, हिंगणाराठ
 (1) व्यक्तम (2) 1976-77 (3) रु० 26,132 (4)
 271 (1) (ए)

7. मैसरै घर्नील ट्रेइंग कम्पनी, नागपुर
 (1) पक (2) 1976-77 (3) रु० 7,205 (4) 271
 (1) (सी०)

8. मैसरै घर्नील ट्रेइंग कम्पनी, नागपुर
 (1) पक (2) 1977-78 (3) रु० 5,205 (4) 271
 (1) (सी०)

9. मैसरै बिपुल ट्रेइंग कारपोरेशन, नागपुर ||
 (1) पक (2) 1975-76 (3) रु० 10,600 (4) 271
 (1) (सी०)

10. मैसरै बिपुल ट्रेइंग कारपोरेशन, नागपुर।
 (1) पक (2) 1976-77 (3) रु० 6,973 (4) 271
 (1) (सी०)

11. मैसरै श्री० देसाई एण्ड कम्पनी, नागपुर
 (1) पक (2) 1975-76 (3) रु० 8,200 (4) 271
 (1) (सी०)

12. मैसरै महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर
 (1) पक (2) 1975-76 (3) रु० 55,000 (4) 271
 (1) (सी०)

13. मैसरै महाराष्ट्र स्टील रोलिंग मिल्स, नागपुर
 (1) पक (2) 1976-77 (3) रु० 26,000 (4) 271
 (1) (सी०)

14. श्री मुरेश कुमार एम० साहू, नागपुर
 (1) व्य (2) 1976-77 (3) रु० 5,214 (4) 271
 (1) (सी०)

15. श्री मुरेश कुमार एम० साहू, नागपुर
 (1) मव्य (2) 1977-78 (3) रु० 28,634 (4) 271
 (1) (सी०)

16. मैसरै विवरै बाइन्स एण्ड बीबरेजेस लिमिटेड, नागपुर
 (1) पक (2) 1975-76 (3) रु० 36,606 (4) 271
 (1) (सी०)

17. मैसरै विवरै बाइन्स एण्ड बीबरेजेस लिमिटेड, नागपुर
 (1) पक (2) 1976-77 (3) रु० 30,276 (4)
 271 (1) (सी०)

18. मैसरै घर्नील ट्रेइंग कम्पनी, नागपुर
 (1) पक (2) 1978-79 (3) रु० 6,650 (4) 271
 (1) (सी०)

19. श्री मुरेश श्री० जैसाल, नागपुर
 (1) व्य (2) 1978-79 (3) रु० 11,024 (4) 271
 (1) (सी०)

20 श्री सुरेश बी० जैसवाल नागपुर
 (1) अ० (2) 1979-80 (3) ₹० 11,742 (4) 271
 (1) (सी)

21. श्री सुरेश बी० जैसवाल नागपुर
 (1) अ० (2) 1980-81 (3) ₹० 11,885 (4) 271
 (1) (सी)

22. श्री सुरेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1981-82 (3) ₹० 11,770 (4) 271
 (1) (सी)

23. श्री रमेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1978-79 (3) ₹० 9,730 (4) 271
 (1) (सी)

24. श्री रमेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1978-79 (3) ₹० 5,640 (4) 271
 (1) (सी)

25. श्री रमेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1979-80 (3) ₹० 10,102 (4) 271
 (1) (सी)

26. श्री रमेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1980-81 (3) ₹० 10,820 (4) 271
 (1) (सी)

27. श्री रमेश बी० जैसवाल, नागपुर
 (1) अ० (2) 1981-82 (3) ₹० 9,995 (4) 271
 (1) (सी)

28. श्री नन्दलाल बी० जैसवाल, नागपुर
 (1) अ० (2) 1978-79 (3) ₹० 10,200 (4) 271
 (1) (सी)

29. श्री नन्दलाल बी० जैसवाल, नागपुर
 (1) अ० (2) 1978-79 (3) ₹० 5,806 (4) 271
 (1) (ए)

30. श्री नन्दलाल बी० जैसवाल, नागपुर
 (1) अ० (2) 1979-80 (3) ₹० 10,780 (4) 271
 (1) (सी)

31. श्री नन्दलाल बी० जैसवाल, नागपुर
 (1) अ० (2) 1980-81 (3) ₹० 11,762 (4) 271
 (1) (सी)

32. मैमं प्रकाश प्रताप एम० देशमुख, मंहकर
 (1) अकेम (2) 1972-73 (3) ₹० 17,790 (4) 271
 (1) (ए)

33. मैमं प्रकाश प्रताप एम० देशमुख, मंहकर
 (1) अकेम (2) 1973-74 (3) ₹० 15,444 (4)
 271 (1) (सी)

2. Shri Ramchandra Agarwal, Kamptee
 (i) I (ii) 1969-70 (iii) Rs. 5,620 (iv) 271 (1) (a)

3. Shri Mohd. Yakub, Hansapuri, Nagpur
 (i) I (ii) 1979-80 (iii) 16,010 (iv) 271 (1) (c)

4. Shri Mohd. Yakub, Hansapuri, Nagpur
 (i) I (ii) 1980-81 (iii) Rs. 11,166 (iv) 271 (1) (c)

5. Hinganghat Taluka S.K.V. Samiti Ltd., Hinganghat
 (i) AOP (ii) 1976-77 (iii) Rs. 5,764 (iv) 273 (b)

6. Hinganghat Taluka S.K.V. Samiti Ltd., Hinganghat
 (i) AOP (ii) 1976-77 (iii) Rs. 26,132 (iv) 271 (1) (a)

7. M/s. Anil Trading Co., Nagpur
 (i) RF (ii) 1976-77 (iii) Rs. 7,205 (iv) 271 (1)(o)

8. M/s. Anil Trading Co., Nagpur
 (i) RF (ii) 1977-78 (iii) Rs. 5,205 (iv) 271 (1) (e)

9. M/s. Vipul Trading Corporation, Nagpur
 (i) RF (ii) 1975-76 (iii) Rs. 10,600 (iv) 271 (1) (c)

10. M/s. Vipul Trading Corporation, Nagpur
 (i) RF (ii) 1976-77 (iii) Rs. 6,973 (iv) 271,(1) (c)

11. M/s. P. Desai and Co., Nagpur
 (i) RF (ii) 1975-76 (iii) Rs. 8,200 (iv) 271 (1)(c)

12. M/s. Maharashtra Steel Rolling Mills, Nagpur
 (i) RF (ii) 1975-76 (iii) Rs. 55,000 (iv) 271 (1) (c)

13. M/s Maharashtra Steel Rolling Mills, Nagpur
 (i) RF (ii) 1976-77 (iii) Rs. 26,000 (iv) 271 (1) (c)

14. Shri Sureshkumar M. Sahu, Nagpur
 (i) I (ii) 1976-77 (iii) Rs. 5,214 (iv) 271 (1) (c)

15. Shri Sureshkumar M. Sahu, Nagpur
 (i) I (ii) 1977-78 (iii) Rs. 28,634 (iv) 271 (1) (c)

16. M/s. Vidaibha Wines and Beverages Distributors, Nagpur
 (i) RF (ii) 1975-76 (iii) Rs. 36,600 (iv) 271 (1) (c)

17. M/s. Vidaibha Wines and Beverages Distributors, Nagpur
 (i) RF (ii) 1976-77 (iii) Rs. 30,276 (iv) 271 (1) (c)

18. M/s. Anil Trading Co. Nagpur
 (i) RF (ii) 1978-79 (iii) Rs. 6,650 (iv) 271 (1) (c)

19. Shri Suresh B. Jaiswal, Nagpur
 (i) I (ii) 1978-79 (iii) Rs. 11,024 (iv) 271 (1) (c)

20. Shri Suresh B. Jaiswal, Nagpur
 (i) I (ii) 1979-80 (iii) Rs. 11,742 (iv) 271 (1) (c)

21. Shri Suresh B. Jaiswal, Nagpur
 (i) I (ii) 1980-81 (iii) Rs. 11,885 (iv) 271 (1) (c)

22. Shri Suresh B. Jaiswal, Nagpur
 (i) I (ii) 1981-82 (iii) Rs. 11,770 (iv) 271 (1)(c)

23. Shri Ravindra B. Jaiswal, Nagpur
 (i) I (ii) 1978-79 (iii) Rs. 9,730 (iv) 271 (1) (c)

24. Shri Ravindra B. Jaiswal, Nagpur
 (i) I (ii) 1978-79 (iii) Rs. 5,640 (iv) 271 (1) (c)

25. Shri Ravindra B. Jaiswal, Nagpur
 (i) I (ii) 1979-80 (iii) Rs. 10,102 (iv) 271 (1) (c)

26. Shri Ravindra B. Jaiswal, Nagpur
 (i) I (ii) 1980-81 (iii) Rs. 10,820 (iv) 271 (1) (c)

27. Shri Ravindra B. Jaiswal, Nagpur
 (i) I (ii) 1981-82 (iii) Rs. 9,995 (iv) 271 (1) (c)

28. Shri Nandlal B. Jaiswal, Nagpur
 (i) I (ii) 1978-79 (iii) Rs. 10,200 (iv) 271 (1) (c)

29. Shri Nandlal B. Jaiswal, Nagpur
 (i) I (ii) 1978-79 (iii) Rs. 5,806 (iv) 271 (1) (a)

[पा० स० तक व जसम्प / 287 / 42 - II / 82-83]

S.O. 4097.—Following is the list of persons on whom penalty not less than Rs. 5,000 was imposed during the financial year 1981-82 (i) indicating Status 'I' for Individual, 'H' for Hindu Undivided Families, 'RF' for Registered Firms, 'URE' for Unregistered Firms, 'Co' for Companies and 'STY' for Co-operative Society, 'AOP' for Association of Persons, (ii) for Assessment Year (iii) Amount of Penalty (iv) Section under which penalty was imposed :

1. M/s. D. M. Dambale Cotton Merchant (P) Ltd., Nagpur
 (i) Co (ii) 1977-78 (iii) Rs. 13,810 (iv) 271 (1) (a)

30. Shri Nandlal B. Jaiswal, Nagpur
 (i) I (ii) 1979-80 (iii) Rs. 10,780 (iv) 271 (1) (c)
 31. Shri Nandlal B. Jaiswal, Nagpur
 (i) I (ii) 1980-81 (iii) Rs. 11,762 (iv) 271 (1) (c)
 32. M/s. Prakash Pratap S. Deshmukh, Mehkar
 (i) AOP (ii) 1972-73 (iii) Rs. 17,790 (iv) 271 (1) (a)
 33. M/s. Prakash Pratap S. Deshmukh, Mehkar
 (i) AOP (ii) 1973-74 (iii) Rs. 15,444 (iv) 271 (1) (a)

(F. No. Tech. & PR/287/42-A/82-83]

कांगड़ा ४०९८.—विवरण वर्ष १९८१-८२ के द्वारा नीचे प्रत्युषी-१ में इन निवारितियों के नाम तथा अवयविवरण की जूदी से जा रही है प्रथम अधिकारी तथा हिन्दू प्रविश्वास एट्टेंडेंट जिनका २ लाख से प्रधिक आय पर निवारण किया गया है, तथा अनुप्ती-II में "कम्पो" "एक्सेस" तथा कम्पनी जिनका १० लाख से प्रधिक आय पर निवारण किया गया है : (i) ईमियत-अविवरितियों के लिये "ए" हिन्दू प्रविश्वास एट्टेंडेंट के लिये "हिन्दू" प्रविश्वास कर्म के लिये "एफ" अविवरितियों के अनुदाय के लिये "अप्सम", कम्पनी के लिये "क" (ii) को निवारण वर्ष (iii) को विवरणी में दर्शाई आय (iv) को निवारण की रई आय, (v) को देव कर (vi) निवारिती द्वारा आय किया गया कर दर्शाई है।

प्रत्युषी-I

1. श्री प्रद्युम्ना चार्ड हसन अली, नागपुर
 (i) ए (ii) 1980-81 (iii) रु. 4,61,210 (iv) रु. 4,78,344 (v) रु. 3,79,304 (vi) रु. 3,07,641
2. श्री प्रद्युम्ना चार्ड हसन अली, पांडेन्हार, देंगो, प्रद्युम्न हसन अली, नागपुर (i) ए (ii) 1980-81 (iii) रु. 4,33,520 (iv) रु. 4,50,650 (v) रु. 2,99,508 (vi) रु. 2,88,000
3. श्री चूरेश कुमार एम० साहू, नागपुर
 (i) ए (ii) 1980-81 (iii) रु. 3,05,060 (iv) रु. 3,20,990 (v) रु. 2,06,154 (vi) रु. 2,06,154
4. श्री चूरेश कुमार एम० साहू, नागपुर
 (i) ए (ii) 1981-82 (iii) रु. 3,54,630 (iv) रु. 3,59,780 (v) रु. 2,14,575 (vi) रु. 2,06,582
5. श्री चूरेश कुमार एम० साहू, नागपुर
 (i) ए (ii) 1980-81 (iii) 3,06,160 (iv) रु. 3,08,568 (v) रु. 1,97,210 (vi) रु. 1,94,906
6. श्री ततोक चूरेश एम० साहू, नागपुर
 (i) ए (ii) 1981-82 (iii) रु. 3,30,720 (iv) रु. 3,33,124 (v) रु. 1,96,980 (vi) रु. 1,96,980
7. श्री इंद्र चंद्रहसन शर्मा, बगडगंज, नागपुर
 (i) ए (ii) 1980-81 (iii) रु. 60,300 (iv) रु. 2,12,250 (v) रु. 1,22,443 (vi) रु. 1,22,443
8. श्री चालदास मोहनलाल, हिंगाणाड़ा
 (i) ए (ii) 1981-82 (iii) रु. 1,92,795 (iv) रु. 2,24,225 (v) रु. 1,00,825 (vi) रु. 1,00,825
9. श्री चालदासल पुरीहित, चाट गोद, नागपुर
 (i) ए (ii) 1979-80 (iii) रु. 2,21,000 (iv) रु. 3,70,350 (v) रु. 2,31,621 (vi) रु. 1,98,570
10. श्री चन्द्रशीलाल पुरीहित, चाट गोद, नागपुर
 (i) ए (ii) 1973-80 (iii) रु. 1,71,584 (iv) रु. 3,36,562 (v) रु. 2,08,306 (vi) रु. 1,84,000
11. श्री मातोदरब शे० चन्द्रटे, नागपुर
 (i) ए (ii) 1974-75 (iii) कुछ नहीं (iv) रु. 3,23,756 (v) रु. 2,88,574 (vi) रु. 925

प्रत्युषी-II

1. श्री पी० एम० धार० क० निमिं काटोल रोड, नागपुर
 (i) क (ii) 1979-80 (iii) रु. 2,61,740 (iv) रु. 15,06,730 (v) रु. 11,07,447 (vi) कुछ नहीं
2. मंगेनीज थार० इण्डिया लिमिं माउंट रोड, नागपुर
 (i) क (ii) 1979-80 (iii) रु. 2,43,06,670 (iv) रु. 2,63,66,660 (v) 1,52,25,324 (vi) 1,40,36,379
3. बल्लारपुर० इण्डिया लिमिं, नई दिल्ली
 (i) क (ii) 1979-80 (iii) रु. 9,68,92,020 (iv) रु. 9,98,71,150 (v) रु. 5,76,75,588 (vi) रु. 5,76,75,588
4. बल्लारपुर० इण्डिया लिमिं, नई दिल्ली
 (i) क (ii) 1980-81 (iii) रु. 11,55,69,690 (iv) रु. 12,24,30,444 (v) 7,23,69,434 (vi) रु. 7,23,69,434
5. मैसर० अम्बुल दुमेन भो० प्रन्यासमंजी, इतवारी, नागपुर
 (i) पक (ii) 1980-81 (iii) रु. 10,93,135 (iv) रु. 11,38,560 (v) 3,11,104 (vi) रु. 2,98,025
6. मैसर० कैलो अम्पायर कार्पोरेशन लिमिं, तुमसर
 (i) क (ii) 1978-79 (iii) कुछ नहीं (iv) रु. 1,93,32,630 (v) रु. 1,10,73,896 (vi) 30,00,000
7. मैसर० कैलो लारीफ गो० कर्जी, नागपुर
 (i) पक (ii) 1979-80 (iii) रु. 10,58,131 (iv) 10,60,093 (v) 2,76,485 (vi) रु. 2,76,485
8. मैसर० गमकूल गमशाल, कामठी
 (i) पक (ii) 1960-61 (iii) दानि. रु. 4,10,5,962 (iv) रु. 10,23,521 (v) रु. 1,75,076 (vi) कुछ नहीं

[कांगड़ा सं० तक०, व० सम्प०/287/42-८२-८३]
 बी० शे० चाको, प्रायकर भायुका

S.O. 4098.—Following is the list of the names and other particulars of the assesses namely Individuals and HUFs assessed on an income over Rs. 2 lakhs in Schedule I, and Firms, A.O.P. and Companies assessed on an income over Rs. 10 lakhs in Schedule II, during the financial year 1981-82 ; (i) Indicates status 'T' for Individuals, 'H' for Hindi Undivided Families, 'RF' for Registered Firms, 'AOP' for Association of Persons and 'Co' for Companies (ii) for assessment year (iii) for Income Returned, (iv) for income assessed (v) for tax payable, (vi) for tax paid by the assessee ;

SCHEDULE I

1. Shri Abdullaibhai Hasanali, Nagpur
 (i) I (ii) 1980-81 (iii) Rs. 4,61,210 (iv) Rs. 4,78,344 (v) Rs. 3,79,304 (vi) Rs. 3,07,641
2. Shri Asagarali Hasanali, P/o M/s. Abdulhussain M. Alabuzji, Nagpur.
 (i) I (ii) 1980-81 (iii) Rs. 4,33,520 (iv) Rs. 4,50,650 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
3. Shri Sureshkumar M. Sahu, Nagpur.
 (i) I (ii) 1980-81 (iii) Rs. 3,05,060 (iv) Rs. 3,20,990 (v) Rs. 2,06,154 (vi) Rs. 2,06,154
4. Shri Sureshkumar M. Sahu, Nagpur.
 (i) I (ii) 1981-82 (iii) Rs. 3,54,630 (iv) Rs. 3,59,780 (v) Rs. 2,14,575 (vi) Rs. 2,06,582.
5. Shri Satishkumar M. Sahu, Nagpur,
 (i) I (ii) 1980-81 (iii) Rs. 3,06,160 (iv) Rs. 3,08,568 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
6. Shri Satishkumar M. Sahu, Nagpur.
 (i) I (ii) 1981-82 (iii) Rs. 3,30,720 (iv) Rs. 3,33,124 (v) Rs. 1,97,210 (vi) Rs. 1,94,906.
7. Shri Inder Mohan Sharma, Bagadganj, Nagpur.
 (i) I (ii) 1980-81 (iii) Rs. 60,300 (iv) Rs. 2,12,250 (v) Rs. 1,22,443 (vi) Rs. 1,22,443.

8. Shri Gwadas Mohata, Hunganghat.	4. Ballarpur Industries Ltd., New Delhi
(i) I (ii) 1981-82 (iii) Rs. 1,92,795 (iv) Rs. 2,24,225 (v) Rs. 1,00,825 (vi) Rs. 1,00,825.	(i) Co (ii) 1980-81 (iii) Rs. 11,55,69,690 (iv) Rs. 12,24, 30,444 (v) Rs. 7,23,69,434 (vi) Rs. 7,23,69,434
9. Shri Bhagwandas Purohit, Ghat Road, Nagpur.	5. M/s. Abdul Hussain M. Alabuxji, Itwari, Nagpur
(i) I (ii) 1979-80 (iii) Rs. 2,21,000 (iv) 3,70,350 (v) Rs. 2,31,621 (vi) Rs. 1,98,570.	(i) RF (ii) 1980-81 (iii) Rs. 10,93,135 (iv) Rs. 11,38,560 (v) Rs. 3,11,104 (vi) Rs. 2,98,025
10. Shri Baunwarilal Purohit, Ghat Road, Nagpur.	6. M/s. Ferro Alloys Corporation Ltd., Tumsar
(i) I (ii) 1979-80 (iii) Rs. 1,71,584 (iv) Rs. 3,36,562 (v) Rs. 2,08,306 (vi) Rs. 1,84,000.	(i) Co (ii) 1978-79 (iii) Nil (iv) Rs. 1,93,32,630 (v) Rs. 1,10,73,896 (vi) Rs. 30,00,000
11. Shri Marotrao D. Dhanwatey, Nagpur.	7. M/s. Haji Latif Gani Kuchhi, Nagpur
(i) H (ii) 1974-75 (iii) Nil (iv) Rs. 3,23,756 (v) Rs. 2,86,574 (vi) Rs. 925.	(i) RF (ii) 1979-80 (iii) Rs. 10,58,131 (iv) Rs. 10,60,093 (v) Rs. 2,76,485 (vi) Rs. 2,76,485
SCHEDULE II	
1. C.P.M.O. Co. Ltd., Katol Road, Nagpur	8. M/s. Ramkrishna Ramnath, Kamptee
(i) Co (ii) 1979-80 (iii) Loss Rs. 2,61,740 (iv) Rs. 15,06, 730 (v) Rs. 11,07,447 (vi) Nil	(i) RF (ii) 1960-61 (iii) Loss Rs. 1,05,962 (iv) Rs. 10,23,521 (v) Rs. 1,75,076 (vi) Nil.
2. Manganese Ore India Ltd., Mount Road, Nagpur	[F. No. Tech. & PR/287/42-A/82-83]
(i) Co (ii) 1979-80 (iii) Rs. 2,43,06,670 (iv) Rs. 2,63,66,660 (v) Rs. 1,52,25,324 (vi) Rs. 1,40,36,379	B. J. CHACKO, Commissioner of Income-tax
3. Ballarpur Industries Ltd., New Delhi	
(i) Co (ii) 1979-80 (iii) Rs. 9,68,92,020 (iv) Rs. 9,98, 71, 150 (v) Rs. 5,76,75,588 (vi) Rs. 5,76,75,588	

नागरिक चूर्ण संशोधन संस्था

भारतीय मानक संस्था

महाराष्ट्र, 18 नवम्बर, 1982

का. ना. 4099.—समय पर संबोधित नागरिक मानक संस्था (प्रमाणन विभाग) विविध, 14 के अधिनियम 4 के अनुसार भारतीय मानक संस्था द्वारा प्रष्ठापित करा जाता है कि भाइसेस चूर्ण नीम/एम—0500727 विभाग व्यापे अनुचूपी में छिप गए हैं यह 1982 08 16 से यह कर दिया गया है।

अनुचूपी

क्रम	भाइसेस चूर्ण और संस्था और तिथि	लाइसेन्सी का नाम और पक्षा	दस्तिए गए लाइसेन्स के प्रधान चतुर्भुज/प्रक्रिया	तात्प्रत्याधी भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1. नीम/एम-0500727	मेसर्स सदर्न इंडियनाइट एंड फिलाइबर्स 10/2, इंडिस्ट्रियल एस्टेट, प्रथमादूर, 78-02-16	लाइसेन्सी का नाम और पक्षा लाइसेन्स चूर्ण महाराष्ट्र 600098	दीडीटी पूलन चूर्ण	IS : 564—1975 डीडीटी पूलन चूर्ण की विविध (इसरा पुनरीकाश)

[सी.एम.डी/55 : 0500727]
ए. पी. बनर्जी, प्रबंध मन्त्रिमंडल

MINISTRY OF CIVIL SUPPLIES INDIAN STANDARDS INSTITUTION

New Delhi, the 18th November, 1982

S.O. 4.—In pursuance of rule-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955, amended from time to time, the Indian Standards Institution hereby notifies that licence no. CM/L-0500727 particulars of which are given below has been cancelled with effect from Sixteenth august, one thousand nine hundred eightytwo.

SCHEDULE

Sl. No.	Licence No. and date	Name and Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)	(5)
1.	CM/L-0500727 76-02-15	M/s Southern Insecticides & Fertilizers, 1 A /2, Industrial Estate, Ambattur Madras-600098.	DDT DP	IS : 564—1975 Specification for DDT Dusting powders (Second Revision)

[CMD /55 : 0500727]

A. P. BANERJI Add. Director General

नई विल्सों, 27 नवम्बर, 1982

क्रा० स्ना० 4100—केन्द्रीय सरकार, संप्रतीक और नाम का (अनुचित प्रयोग विवारण) अधिनियम, 1950 (1950 का 12) की धारा 9 द्वारा प्रदत्त ग्रंथियों का ग्रंथित करते हुए, निम्नलिखित नियम घोषित हैं, मध्यतः—

1. संक्षिप्त नाम और प्रत्यक्ष :—(1) इन नियमों का संक्षिप्त नाम संप्रतीक और नाम का (अनुचित प्रयोग विवारण) नियम, 1982 है।

(2) ये अधिनियम में प्रकाशन की तारीख को प्रबृत्त होते हैं।

2. परिमाणः—इन नियमों में जब तक कि संघर्ष में घटना प्रौढ़ीकृत न हो—

(क) "अधिनियम" से संप्रतीक और नाम का (अनुचित प्रयोग विवारण) अधिनियम, 1950 (1950 का 12) अधिप्रेत है;

(ख) "समिति" से केन्द्रीय सरकार द्वारा नियम 4 के अधीन नियुक्त समिति अधिप्रेत है;

(ग) "पदाभिहित अधिकारी" से केन्द्रीय सरकार द्वारा नियम 3 के अधीन पदाभिहित अधिकारी अधिप्रेत है;

(घ) "मनुष्य" से अधिनियम की अनुसूची अधिप्रेत है।

3. पदाभिहित अधिकारी की नियुक्ति—केन्द्रीय सरकार, इन नियमों के प्रयोजनों के लिए किसी अधिकारी को, जो केन्द्रीय सरकार के समूह "क" अधिकारी की पंक्ति से नीचे की पंक्ति का नहीं होता, पदाभिहित अधिकारी के रूप में पदाभिहित कर सकती।

4. समिति की नियुक्ति—केन्द्रीय सरकार, इन नियमों के ग्रंथीनों के लिए एक समिति नियुक्त कर सकती, जिनके निम्नलिखित होते हैं—

(i) केन्द्रीय सरकार का कोई अधिकारी, जो उस सरकार से उस मंत्रालय/विभाग में, जो इस अधिनियम के प्रशासन से प्रशासनिक रूप से संबंधित है अप्रत्यक्ष तंत्रिका की प्रक्रिया से नीचे का नहीं होता —प्रध्यक्ष

(ii) विधि, न्याय और कानूनी कार्य मंत्रालय के विधि कार्य विभाग का कोई अधिकारी— —संसद

(iii) यह मंत्रालय का कोई अधिकारी ——प्रध्यक्ष

5. नियमों के विवरण का गहरीतान् :—समिति प्रयोगे पर, विषयातः जानी किसी अधिकारी का विवरण एक समय में वो से अधिक महीं होती, प्रयोगे वस्तुओं के रूप में किसी ऐसे प्रस्ताव या घोषणा के प्रत्यावर्ती पर जिनके विवरण के लिए ऐसे अधिकारी के विवाद समिति द्वारा भल्लपूर्ण समझे जाते हैं, विवाद करने के लिए प्रस्तुत कर सकते।

6. ग्रन्थालयों से संबंधित प्रक्रिया :—केन्द्रीय सरकार द्वारा किसी राष्ट्र सरकार, स्थानीय प्राधिकारण या किसी अन्य संस्था से प्राप्त अनुसूची में परिवर्धन या परिवर्तन करने की दिसं प्रस्ताव का पदाभिहित अधिकारी को दिए दिया जाएगा और वह उसमें जाकर करने के पश्चात् तथा उक्त प्रस्तावी लो, अगर कहीं सहमत हो, गुप्तिः श्रेष्ठियों में अधिकृत करने के पश्चात् उसे भीतरी द्वारा विवाद करने के लिए प्रस्तुत करेगा।

7. समिति की विधिनियम :—(1) समिति, पदाभिहित अधिकारी द्वारा प्रस्तुत किए जाने पर प्रस्तर्थों पर हिन्दान विधि के पश्चात् अनुसूची में विधि दिए दिया जाना या वार्ता को ग्रन्थालय के समिति करने की बांधकारी द्वारा की जाने में या इन्द्रिय ग्रन्थालय करनी।

(2) समिति से विधिनियम प्राप्त करने के पश्चात् पदाभिहित अधिकारी उसे कानूनी विधि के ग्रन्थालय को ग्रन्थालय द्वारा विनियमन प्राप्ति की होता।

8. अनुसूची में अन्तिम ग्रन्थालय की श्रीमान नामों का उपयोग :—कोई अधिकृत विधि व्यापार, वायापार, धर्मसिद्धि या वृत्ति के प्रयोग-व्यापार या किसी ऐसे विधि के रूप में या किसी वायापार विन्द्र या विवाद में

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किसी ऐसे नाम या संप्रतीक का जो अनुसूची में लिखेंदिष्ट है या उसकी किसी विवरणी जुलती नकाल का केन्द्रीय सरकार को या सरकार के ऐसे किसी अधिकारी को जो केन्द्रीय सरकार द्वारा इस निमित्त अधिकृत किया जाए पूर्व अनुमति के बिना प्रयोग निम्नलिखित माध्यमों में के विवाद नहीं करेगा, अर्थात्—

- (1) ऐसे धर्मिकण्डों, नियायों या ध्यानियों द्वारा जिनका वह नाम या संप्रतीक है, उसका उपयोग ;
- (2) केन्द्रीय सरकार या किसी गजा संसार द्वारा जिनका वह नाम या संप्रतीक है उसका उपयोग ;
- (3) ऐसे धर्मिकण्डों या संलग्नादों में से किसी के सम्मान में जिनका नाम अनुसूची में सम्मिलित है, केन्द्रीय सरकार या राष्ट्र सरकार द्वारा आरी को नई बाक टिकटों, ट्रिप्लों या संस्थारक वस्तुओं का आरी करना ;
- (4) केन्द्रीय सरकार या राष्ट्र सरकार द्वारा स्थापित नियायों द्वारा अनुसूची में निमित्त ऐसे धर्मिकण्डों के नामों का उन आदर्शों के प्रवर्तन के लिए जिनके लिए वे लड़े और जीते, उपयोग ;
- (5) गैरिफिक कलात्मक, जीवनी संबंधी संस्कृतिक, धैर्यिक वैज्ञानिक या घटावासिक प्रयोगों के लिए किसी भी माध्यम द्वारा इनका प्रस्तुति प्रकाशन, प्रशंसन या पारेषण केन्द्रीय सरकार की पूर्व अनुमति से और ऐसा जरूरी के प्रयोग द्वारा आरी करने के लिए वह विवाद अधिकृत विवाद करने के लिए प्रस्तुत कर सकते।

[संख्या 23(31)-प्राई० ई०/७९]
मोहन लाल बाटवा, उप सचिव

New Delhi, the 27th November, 1982

S.O. 4100.—In exercise of the powers conferred by section 9 of the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950), Central Government hereby makes the following rules namely :—

1. Short title and commencement.—(1) These rules may be called the Emblems and Names (Prevention of Improper Use) Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

(a) "Act" means the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950);

(b) "Committee" means the Committee appointed by the Central Government under rule 4;

(c) "designated officer" means an officer designated by the Central Government under rule 3;

(d) "Schedule" means Schedule to the Act.

3. Appointment of designated officer.—The Central Government may, for purposes of these rules designate an officer who shall not be below the rank of a Group 'A' officer of the Central Government as designated officer.

4. Appointment of Committee.—The Central Government may appoint a Committee for purposes of these rules consisting of,—

(i) an officer of the Central Government not below the rank of a Joint Secretary to the Government of India in the Ministry/Department of that Government which is administratively concerned with the administration of the Act—Chairman ;

(ii) an officer of the Ministry of Law, Justice and Company Affairs in the Department of Legal Affairs—Member;

(iii) an officer of the Ministry of Home Affairs—Member.

5. Co-option of Members of the Committee.—The Committee may, at its discretion co-opt any person or persons of eminence/crudity not exceeding two at a time as its members for considering any proposal or classes of proposals for the consideration of which such persons' views are considered valuable by the Committee.

6. Processing of proposals.—Any proposal for making additions or alterations to the Schedule received by the Central Government from any State Government local authority or any other source shall be referred to the designated officer who shall, after examining the same and after classifying the said proposals in appropriate classes wherever possible, submit them for consideration by the Committee.

7. Recommendation of the Committee.—(1) The Committee shall, after considering the proposal submitted by the designated officer, make appropriate recommendations as to the desirability or otherwise of including any particular proposal or classes of proposals in the Schedule.

(2) The designated officer shall, on receipt of the recommendations from the Committee, submit the same to the Central Government whose decision thereon shall be final.

8. Use of emblems and names contained in the Schedule.—No person shall use or continue to use, for the purpose of any trade, business, calling or profession, or in the title of any patent, or in any trademark or design, any name or emblem specified in the Schedule or any colourable imitation thereof without the previous permission of the Central Government or of such officer of Government as may be authorised in this behalf by the Central Government except in the following cases namely:—

(1) The use thereof by the agencies, bodies or persons to whom the name or emblem belongs;

(2) The use thereof by the Central Government or any State Government to whom the name or emblem belongs;

(3) Issue of postal stamps, coins or other commemorative items brought out by the Central Government or a State Government in honour of any of the persons or institutions whose names are included in the Schedule;

(4) The use of the names of persons included in the Schedule by bodies set up by the Central Government or State Government for propagation of the ideals for which they stood and lived.

(5) The authorship, production, publication, exhibition or transmission by any medium for academic, artistic, biographical, cultural, educational, scientific or spiritual purposes with the previous permission of the Central Government and subject to such conditions as the Central Government may lay down while granting such permission.

[No. 23(31)-IT/79]
M. L. JATAV, Dy. Secy.

MINISTRY OF ENERGY

(Department of Coal)

CORRIGENDA

New Delhi, the 26th November, 1982

S.O. 4101—In the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S.O. 1182, dated the 8th March, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 20th March, 1982,—

(1) at page 1193

in item (a), in line 12,

for "in sub-block II/B and 20.00 schedule 'A' appended hereto ; and" ;

read "in sub-block VI described in Schedule 'A' appended hereto ; and" ;

(2) at page 1194

(A) in item (b), in line 5,

for "8.09 hectares (approximately) described in schedule 'B' appended hereto." ;

read "8.09 hectares (approximately) in sub-block III/B described in Schedule 'B' appended hereto." ;

(B) in the Schedule, for "Schedule", read "Schedule 'A'" ;

(C) in the Schedule 'A', in line 5,

for "District Hazaribagh and Giridih (Bihar)" ;

read "District Giridih (Bihar)" ;

(D) under the heading Sub-Block-I/A All Rights,

for " 1. Bermo Nawadiah 18 Giridih 25.00 Part (Bermeo)

2. Jaridih -do- 19 -do- 20.00 -do-",

read " 1. Village Tharia Tharia District Area Re-
No. Number in acres marks

1. Bermeo Nawadiah 18 Giridih 25.00 Part
(Bermeo)

2. Ja i -do- 19 -do- 20.00 -do-",

(E) (i) under the heading Plot numbers to be acquired in village Jaridih, for "57 to 265" read "257 to 265".

for "269 (part), 273 part, 279," read "269 (part), 270 to 277, 278 (part), 279",

(F) in the boundary description of line J—G, in line 2, for "Village Bermeo" read "Village Bermeo".

(3) at page 1195

(A) under the heading plot numbers to be acquired in village Phusro :—

(i) for "562 to 574, 575 (part), 576 (part), 577 to 580, 581 (part), 582 to 594" read "562 to 594";

(ii) for "612, 613, 614 (part), 615" Read "612 to 615".

(iii) for "670 (part)", read "670".

(B) under the heading plot numbers to be acquired in village Dhorhi, for "353 (part) and 940 (part)" read "353 (part), 940 (part), 1319, 1344 to 1348, 1341 (Part) and 1350 to 1389";

(C) in the boundary description of line C—B, for "C—B" read "C—D";

(D) In the boundary description of line F—A, for "557, 556, 446" read "557, 558, 446";

(E) Above the heading Sub-Block II B Mining Rights, insert "Schedule 'B'" ;

(F) in the boundary description line 'E—D' for "boundary with sub-block II(A)" read "boundary with sub-block II A";

(G) In boundary description of line G—F for "G—F line passes at through plot numbers 352" read "G—F line passes through plot numbers 352";

(H) Under the heading plot numbers to be acquired in village Dhorhi in 2nd column

(i) for "799, 800 to 834, 836, 838 to 855".

(ii) read "799 to 855",

(iii) for "877, 898 (part)" read "878 (part)".

- (iii) for "888 (part), 889 to 931" read "888 (part), 889 to 939";
- (iv) for "941 to 1280" read "941 to 1163, 1164 (part), 1165 to 1280";
- (v) for "2288 to 2290" read "2286 to 2290";

(1) in the boundary description of line C-D,—

- (i) in line 6, for "2026, 2075, 2027" read "2026, 2025, 2027";
- (ii) in line 7, for "672, 701, 700" read 672, 1164, 701, 700".

(4) at page 1196 in 2nd column,—

(A) in the boundary description of line A-B for	"20, 30, 149, 60, — ·57. 48 1160".
read	"29, 30, 149, 60, — 57, 8, 1168".

(B) Under the heading plot numbers to be acquired in village Angwali,—

- (i) for "204" read "204 (part)";
- (ii) in the boundary description of line A-B, for "192, 194 of village Angwali", read "192, 194 and along western boundary of plot number 204 of village Angwali";

(5) at page 1197 in 1st column,—

- (A) Under the heading plot numbers to be acquired in village Khero,
for "579 to 584, (part), 586 to 596", read '579 to 584, 585 (part), 586 to 596';
- (B) Under the heading plot numbers to be acquired in village Pichhri,
for "849 to 949", read "849 to 941, 942 (part), 943 to 949";
- (C) in the boundary description of lines A-B-C,
for "right back", read "right bank";
- (D) in the boundary description of line E-F, in line 4,
for "3982", read "3932";

(6) at page 1197 in 2nd column,—

- (A) in the boundary description of lines I-J-K-L-M-N :
(i) for "1160", read "942";
(ii) for "610", read "619";
(iii) for "1723", read "1728";

(B) in the boundary description of line N-A,
for "right back", read "right bank".

[No. 19/110/81-CL]
P. SARKAR, Director

कृषि मंत्रालय

(कृषि और सहकारिताविभाग)

नई दिल्ली, 12 नवम्बर, 1982

का. आ. 4102 :—केन्द्रीय सरकार, राज भाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम, 10 के उप-नियम (4) के अनुसरण में कृषि मंत्रालय (कृषि और सहकारिता विभाग) के निम्नलिखित कार्यालयों को अधिसूचित करती है, जिनके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है :

1. इण्डियन फारमस फर्टिलाइजर कोआपरेटिव लिमिटेड, 24, नेहरू प्लेस, नई दिल्ली-110019।

2. कृषक भारती, कोआपरेटिव लिमिटेड, रेडरोज हाउस, 49-50, नेहरू प्लेस, नई दिल्ली-110019।
3. कृषि मूल्य आयोग, शास्त्री भवन, नई दिल्ली।

[सं. 3-11/78-ही. नी.]
राजन्त्र प्रसाद गृह, निदेशक,
(राज भाषा)

MINISTRY OF AGRICULTURE

(Department of Agricultural & Cooperation)

New Delhi, the 12th November, 1982

S.O. 4102.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following offices of the Ministry of Agriculture (Department of Agriculture & Cooperation), the staff of which acquired working knowledge of Hindi :—

1. Indian Farmers Fertiliser Cooperative Ltd., 34, Nehru Place, New Delhi-110019.
2. Krishak Bharati Cooperative Ltd., Red Rose House, 49-50, Nehru Place, New Delhi-110019.
3. Agricultural Prices Commission, Shastri Bhavan, New Delhi.

[No. 3-11/78-Hindi Neeti]

R. P. GUPTA, Director (Official Language)

भौतिक विभाग

बंगलौर, 9 नवम्बर, 1982

का. आ. 4103.—केन्द्रीय सरकार, सरकारी स्थान (प्राधिकृत प्रशिक्षितों की बेबखली) शिक्षितियम, 1971 (1971 का 40) की शारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए सीधे की गई सारणी के स्तंभ (1) में दिए गए प्रशिक्षितों को, जो सरकार के राजपत्रिकारी की पंक्ति के तमामुन्य प्रशिक्षितारी हैं, उक्त प्रशिक्षितियम वे प्रयोजन के लिए सम्पूर्ण प्रशिक्षितारी के रूप में नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) की तात्पारी प्रविष्टि में विनियिष्ट सरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के सीतर उक्त प्रशिक्षित द्वारा या उसके प्रधीन सम्बद्ध प्रशिक्षितों को प्रदत्त शक्तियों का प्रयोग और अधिरेतित कर्तव्यों का पालन करें।

सारांश

प्रशिक्षितारी का पदांभधान	सरकारी स्थानों के प्रधीन और स्थानीय अधिकारिता की सीमाएं
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(1) (2)

1. प्रशासन प्रशिक्षितारी I/II सूची में अंतरिक्ष विभाग और उसके केन्द्रीय/इसरो सम्पर्क सेल, यूनिटों के प्रधान उनके द्वारा पढ़े पर लिए गए सभी स्थान।
2. प्रशासन, कार्मिक और प्रहृष्टदावाद में जीवपुर टेकड़ा, वल्टुर, शास्त्री-साधारण प्रशासन, धैत-नगर और नवरंगपुरा स्थित अंतरिक्ष रिस उपयोग केन्द्र अंतरिक्ष विभाग और उसके केन्द्रीय/यूनिटों के प्रधान उसके द्वारा पढ़े पर लिए गए प्राकासीय कालीनियों सहित सभी स्थान।
3. प्रशासन, दिल्ली धू-केन्द्र, दिल्ली सभ राज्य क्षेत्र में विल्सो धू केन्द्र के अंतरिक्ष उपयोग केन्द्र, सिंग अंतरिक्ष विभाग के प्रधान उसके द्वारा पढ़े पर लिए गए सभी स्थान।

[सं. 8/2(2)/82]-III]

के. आर० रामताय, अवर सचिव

DEPARTMENT OF SPACE

Bangalore, the 9th November, 1982

S.O. 4103.—In exercise of the powers conferred by Section-3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (60 of 1971) the Central Government hereby appoints Officers mentioned in column (1) of the Table below, being officers equivalent to the rank or Gaz. tcd Officers of Government to be Estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of the jurisdiction
1	2
(1) Administrative Officer I/II ISRO Liaison Cell, Bombay.	All premises belonging to or taken on lease by the Department of Space and its Centres / Units in Bombay.
(2) Head, Personnel & General Admin., Space Applications Centre, Department of Space, Ahmedabad.	All premises including housing colonies belonging to or taken on lease by the Department of Space and its Centres / Units at Jodhpur, Tekra, Vastrapur, Shastrinagar and Navrangpura in Ahmedabad.
(3) Head, Delhi Earth Station, Space Applications Centre, Department of Space, Sardar Patel Marg, New Delhi.	All Premises belonging to or taken on lease by the Department of Space for the Delhi Earth Station in the Union Territory of Delhi.

[No. 9/2(2)/82 III]
K. R. RAMNATH, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 18 नवम्बर, 1982

का. आ० 4104.—वायु नियम अधिनियम, 1953 (1953 का 27) की धारा 4 में प्रवत शक्तियों को प्रयोग करते हुए, केन्द्रीय सरकार एतद्वाया तत्काल से तथा 16 जुलाई, 1984 तक सर्वश्री एम० एम० कोहली सभ्य, जी०एन० मेहरा, ऋषभः सचिव, नगर विमानन मंत्रालय, महानिदेशक (पर्यटन) को ३० चं० बैंकटागमन तथा आ० के० के० श्रीवास्तव के हाथ पर एयर-इण्डिया तथा इंडिएस एयरलाइंस के निदेशक मण्डलों में निदेशक नियुक्त करती है।

[संख्या ए० घ० 18013/5/82-ए० सी०]

MINISTRY OF CIVIL AVIATION

New Delhi, the 18th November, 1982

S.O. 4104.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints S/Shri M. M. Kohli and G. N. Mehra, Secretary, Ministry of Civil Aviation and Director General (Tourism) respectively, as Directors on the Boards of Air India and Indian Airlines with immediate effect and upto 16th July, 1984, vice Dr. B. Venkataraman and Shri K. K. Srivastava.

[No. AV. 18013/5/82-AC]

नई दिल्ली, 23 नवम्बर, 1982

का. आ० 4105 :—वायु नियम अधिनियम, 1953 (1953 का 27) की धारा 4 में प्रवत शक्तियों को प्रयोग करते हुए, तथा इस मंत्रालय की दिनांक 17 जुलाई, 1982 की अधिसूचना ए० ए० घ० 18013/2/82-ए० सी० के अनुक्रम में देशीय सरकार एतद्वाया विवेष मंत्रालय में सचिव, श्री नवार सिंह को तत्काल से एयर-इण्डिया के निदेशक-मण्डल में पदेन निदेशक नामित करती है।

[ए० घ० 18013/5/82-ए० सी०]
जार. एन. भारत, उच्चर सचिव

New Delhi, the 23rd November, 1982

S.O. 4105.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1953 (27 of 1953) and in continuation of this Ministry's Notification No. Av. 18013/2/82-AC dated the 17th July, 1982, the Central Government hereby nominates with immediate effect Shri Natwar Singh, Secretary, Ministry of External Affairs as Ex-officio Director on the Board of Directors of Air India.

[No. Av.-18013/5/82-AC]
R. N. BHARGAVA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 33 नवम्बर, 1982

का० आ० 4106.—केन्द्रीय सरकार, राजभाषा (सब के शासकीय प्रयोगमें के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के प्रत्यारोपण में, नियन्त्रित दूरदर्शन केन्द्रों को, जिनके कर्मजारीकृति से हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दूरदर्शन रिले केन्द्र, बंगलोर.
2. दूरदर्शन केन्द्र, जयपुर
3. दूरदर्शन केन्द्र, कानपुर
4. दूरदर्शन केन्द्र, नागपुर
5. दूरदर्शन केन्द्र, वाराणसी

[संख्या ए० 11011/5/82-हिन्दी]
हिन्दी भूषण कर्म, प्रश्नर सचिव

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 23rd November, 1982

S.O. 4106.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Doordarshan Kendras, the staff whereof have acquired the working knowledge of Hindi :—

1. Doordarshan Relay Centre, Bangalore.
2. Doordarshan Kendra, Jaipur.
3. Doordarshan Kendra, Kanpur.
4. Doordarshan Kendra, Nagpur.
5. Doordarshan Kendra, bombay.

[No. E. 11011/5/82-Hindi]
I. B. KARN, Under Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 23 नवम्बर, 1982

का. आ. 4107 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने विल्लियनूर/किरमांबाकम/सेम्बनारकोयल टेलीफोन केन्द्र में दिनांक 16-12-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/82-पी. एच. बी.]

MINISTRY OF COMMUNICATIONS

(P & T Board)

New Delhi, the 23rd November, 1982

S.O. 4107.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-12-1982 as the date on which the Measured Rate System will be introduced in VILLIANUR/KIRUMAMBAKKAM/SEMBANARKOIL MAX III Telephone Exchanges, T. N. Circle.

[No. 5-4/82-PHB]

नई दिल्ली, 29 नवम्बर, 1982

का. आ. 4108 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने पूर्विया टेलीफोन केन्द्र में दिनांक 16-12-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-14/82-पी. एच. बी.]

आर. सी. कटारिया, सहायक महानिदेशक,
(पी. एच. बी.)

New Delhi, the 29th November, 1982

S.O. 4108.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16th December, 1982 as the date on which the Measured Rate System will be introduced in Purnea Telephone Exchange, Bihar Circle.

[No. 5-14/82-PHB]

R. C. KATARIA, Asstt. Director Genl. (PHB)

अम और पुर्वासि मंत्रालय

(अम विभाग)

नई दिल्ली, 27 नवम्बर, 1982

का. आ. 4109.—केन्द्रीय सरकार ने यह समाचार द्वारा जाने पर कि लोकहित में ऐसाकरण मरमेत था, भौतिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (3) के उपखण्ड (6) के उपबंधों के अनुसरण में सारल सरकार के अम मंत्रालय की अधिकृत अम विभाग को यह दर प्रणाली उद्योग को उत्तर प्रधिनियम के प्रयोगों के लिए 3 जून, 1982 से अ. मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को अ. मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अत, अब, भौतिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (3) के उपखण्ड (6) के परस्पर द्वारा प्रत गवितमों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त प्रधिनियम के प्रयोगों के लिए 3 दिसम्बर, 1982 से अ. मास का और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/13/81-डॉ. १८]
एल० के० नारायण, प्रब० सचिव

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi, the 27th November, 1982

S.O. 4109.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S. O. 2122 dated the 24th May, 1982, the Coal Industry to be public utility service for the purposes of the said Act, for a period of six months from the 3rd June, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section (2) of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 3rd December, 1982.

L. K. NARAYANAN, Under Secy.
(No. S-11017 (13)/81-D.I.A.)

New Delhi, the 27th November, 1982

S.O. 4110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission Nazira and their workmen which was received by this Ministry on 13th November, 1982.

KANWAR, RAJINDER SINGH, Under Secy.
(L. 30011/7/79-D III(B))

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA

Reference No. 70 of 1980

PARTIES :

Management of Oil & Natural Gas Commission, Eastern Region, Nazira.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Sri D. N. Chattopadhyay, Deputy Director, (Industrial Relations).

On behalf of Workmen.—Sri Cheni Ram Gogoi, Vice-President.

STATE : Assam

INDUSTRY : Oil & Gas

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour,

vide Order, No. L-30011/7/79-D. III. B dated 29 August, 1980 :

"Whether the action of the management of Oil & Natural Gas Commission, Eastern Region, Nazira in removing from service Shri Chandra Gogoi, Technician Grade-IV (Electrical) vide Order No. 1/13/74-Vig/6994 dated 28-11-75 was justified ? If not, what relief the workman is entitled to ?"

2. When the case was called out for hearing, a petition of compromise was filed by Sri Chattopadhyay appearing on behalf of the management. It contains the signature of the Vice-President of the Union and the concerned workman Sri Chandra Gogoi. A prayer has been made for an award in terms of the said compromise. I have gone through the compromise and I find the terms are reasonable and fair. I therefore accept the same and pass an award in terms thereof which will form part of this Award as Annexure "A".

M. P. SINGH, Presiding Officer
[L-30011/7/79-D.III(B)]
KANWAR RAJINDER SINGH, Under Secy.

Dated, Calcutta,
The 29th October, 1982.

ANNEXURE 'A'

BEFORE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

In the matter of Reference No. 70 of 1980

AND

In the matter of Industrial Dispute under the Govt. of India (Ministry of Labour) Order of Reference No. L-30011/7/79-D. III. B of 29-8-80.

BETWEEN

The Management of Oil & Natural Gas Commission, Eastern Region, Nazira.....Employer/Commission,

AND

Their workmen represented by ONGC Workers' Association, Dolmukh Charali, Upper Storey, "Medico", Sibsagar.....Workmen/Union.

THE HUMBLE JOINT PETITION

Of the Parties above named

'MOST RESPECTFULLY SUBMITS

1. That the above matter is pending adjudication before this Hon'ble Tribunal.

2. That the subject matter of dispute has been amicably settled between the parties on the following terms and conditions :

(a) That Shri Chandra Gogoi, the concerned workman, as well as the Union under reference accepts the order of termination of his employment vide letter No. 1/13/74-Vig/6997 dated 28th November, 1975 and dues of Rs. 1971 (Rupees one thousand nine hundred seventy one only) as already paid to him and received by him as per his letter dated 18-4-79 is in full and final settlement upto the date of termination of his employment.

(b) Since Shri Chandra Gogoi, the concerned workman has prayed by his letter dated 14-7-82 addressed to General Manager, ONGC, Eastern Region, Nazira for "Mercy" and fresh employment under the Oil & Natural Gas Commission and as the Union as well has requested the Management to give him a fresh employment as a new entrant vide their letter No. SBG/ONGC/WA/MISC 82 dated 10th February, 1982, the Management has agreed to appoint the said Shri Chandra Gogoi, on the position of

Technician Gd-IV(Electrical) with effect from the date he reports for duty and the same basic wages as he was drawing on the date of his termination of his employment in the revised scale of Rs. 315-8-379-10-469-12-517.

(c) Shri Chandra Gogoi will not have any further claim against the employer in respect of his past services upto the date of his termination i.e. 28-11-75 and for the period of his unemployment.

3. That in view of the aforesaid settlement, the parties do not desire to proceed any further in the matter.

In these circumstances, it is humbly prayed that your Lordship may kindly be pleased to approve the above terms of compromise and to dispose of the reference by passing an award in terms of this Joint Petition of compromise.

And for this act of kindness, your petitioners, as in duty bound, shall ever pray.

For & on behalf of

Oil & Natural Gas Commission.

D. N. Chattopadhyay, Sr. Dy. Director (IR).

ONGC, Eastern Region,

Nazira : Assam

Advocate for the Employer

(Sri T. K. Jagadeesh)

Dated the 22nd October, 1982.

For & on behalf of ONGC Workers Association, Sibsagar

Cheni Ram Gogoi, Vice President
Chandra Gogoi, Concerned Workman

New Delhi, the 24th November, 1982

S.O. 4111.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the Industrial Dispute between the employers in relation to the management of Bank of Baroda Nagpur, and their workmen, which was received by the Central Government on the 17th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/11 of 1980

PARTIES :

Employers in Relation to the Management of Bank of Baroda, Ambajhari Branch.

AND

Their Workmen

APPEARANCES :

For the employers.—Shri C. V. Pavaskar, Shri R. B. Pitale Officers of Bombay Chamber of Commerce and Industry.

For the workmen.—Shri U. W. Kelkar, Deputy General Secretary, Shri S. O. Bambhorikar, President, A.I.B.O.B.E. Union.

INDUSTRY : Banking STATE : Maharashtra

Bombay, the 25th October, 1982

AWARD

(Dictated in the Open Court)

By their Order No. L-12012/1/79-D.II.A dated 29-4-1980 the Central Government have referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the management of Bank of Baroda, Ambajhari Branch, Nagpur is justified in denying payment of Bill Collector's Allowance to Shri D. T. Nege, Peon ? If not, to what relief is the workman concerned entitled ?"

2. The whole controversy revolves on whether Shri D. T. Nege, peon was performing the duties of Bill Collector as laid down in the second Bipartite settlement on page 75 Clause 7. In the statement of claim on behalf of the workman concerned All India Bank of Baroda Employees' Union who has espoused the cause of the workman in para. 3 thereof, the duties alleged to have been assigned to the peon are stated as :—

- (a) Presenting the bills through intimations to the parties.
- (b) Taking to and bring from Sitabuldi Branch day's clearing cheques.
- (c) To attend the Reserve Bank of India for depositing Bank's payorder and bringing back relative challans.
- (d) To attend Treasury for Idging pension/pay bills and bring payment thereof.

The contention of the Union is that right from the year 1966 till the peon was posted as Daftary in the year 1978 and while he was serving at Gandhibaug Branch and South Ambazari Road Branch, he was performing these duties and as such he is entitled to Bill Collector's allowance which he has calculated to the tune of Rs. 3,734.20 to which he has added difference of overtime and difference of bonus making total claim at Rs. 7,244.20.

3. By their written statement the Bank has contested the claim firstly on the ground that because the Union which is espousing the cause of the workman does not represent a substantial number of workmen in the Bank the espousal cannot be said to convert the individual dispute into an industrial dispute, secondly it is contended that since the claim is based on the basis of the bipartite settlement, it amounts to, even if there be any claim to initiate execution proceedings as contemplated under Section 33(6)(2) of the Industrial Disputes Act. Lastly it is contended that even if assuming that the reference is tenable still since the Peon concerned was not performing any duties as contemplated under the Bipartite Settlement, he cannot claim the allowance as done by him.

4. On the strength of the pleadings the following issues arise for determination and my findings thereon are :—

Issues	Findings
1. Whether the All India Bank of Baroda Employees' Union has no locus standi to raise the present dispute as contended by the Bank.	It has
2. Do they not represent a substantial number of workmen employed by the Bank ?	Yes. They represent.
3. If not whether they have a right to espouse the cause of the workman ?	Yes
4. Is it an industrial dispute ?	Yes

5. Whether the Bank proves that because the subject is covered by the Bipartite settlement and the question whether the employee is entitled to the allowance is a matter of interpretation, the disputed point is not a subject matter of the industrial dispute ?	Yes
6. Whether the Union proves that Shri Nege was required to perform the duties of bill Collector as claimed ?	Not proved.
7. If yes was it a performance of routine duties ?	Yes
8. Whether the workman is eligible to claim allowance ?	No
9. If yes what is the quantum ?	Does not arise.
10. What award ?	As per award.

REASONS

5. It is now well settled law that a minority as well as an unrecognised Union can raise a dispute provided the Union has got significant number of followers in the industry concerned. It is true that so far as the Union is concerned they have not adduced any evidence regarding its strength in the concerned branch against which there is the statement of Shri Mandonza Manager Personnel who has stated that in Nagpur Region, this Union might be having 4-5 employees as their members. Against this Shri Kelkar, Deputy General Secretary of the Union informs me that in Ambajhari Branch where there are 13 employees his Union owes allegiance of 4-5 workmen. It is true that my conclusion may be based on some statement, but having regard to the fact that the statement is not much disputed on behalf of the Bank, I hold that on the espousal of the cause of the workman by the concerned union, the individual dispute has been converted into an industrial one.

6. Crossing of this hurdle however would not bring any benefit to the Union unless they cross another formidable hurdle. There is great force in the contention of Shri Pavaskar viz., if any claim has to be based on the terms of bipartite settlement, what is to be done is to see whether the claim falls under the settlement and if the finding is in the affirmative then execution proceeding under Section 33C(2) of the Act has to be initiated. For a reference there must be a cause needing adjudication which in the given circumstances cannot be there because whatever may be the rights of the parties are governed by the settlement itself. Those rights are not required to be adjudicated. What is required to be done is to see that under the settlement any rights are created which need execution. Shri Pavaskar had drawn my attention to the ruling in Graham Trading Company (India) Ltd. Vs. Second Industrial Tribunal, West Bengal reported in 1963 (II), LLJ, page 153 in which it has been held by the Lordships of the Calcutta High Court that when the Award is not implemented it could not form a subject matter of industrial dispute. It was further held that if any party is guilty of non-implementation of the Award, the petitioner should have proceeded either under Section 29 or Section 33C(1) of the Industrial Disputes Act but it should have never formed a subject matter of an industrial dispute. The ratio of said case is also applicable to the present one and as such the only conclusion possible would be that once a particular matter is not a subject matter of industrial dispute what remains to be done is implementation and not adjudication and the remedy open to the parties will have to be suitably pursued. But even assuming that the Union has crossed the second hurdle also, there still remains a third hurdle namely whether Shri Nege, peon concerned was performing the duties of a Bill Collector. For the said purpose the second bipartite settlement particularly clause 5.6 and part II page 75 clause (vii) would be relevant. Under paragraph 5.6 it has been laid down that :—

"The special allowance prescribed above are intended to compensate a workman for performance or discharge of certain additional duties and functions

requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. In order to be entitled to a special allowance such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. Special allowances are not intended to be paid for casual or occasional performance or discharge of such duties/functions. It would, however, not be necessary that a workman should continue to perform such duties or discharge such functions, whole time, in order to be entitled to such allowance."

What is therefore essential before any party converts payment of special allowance it is necessary that there should be performance of the additional duties and functions. At page 75 of the settlement it is laid down.

"(vii) BILL COLLECTORS :—

Their work involves :—

- (i) Obtaining acceptance of bills of exchange, hundies etc. drawn on local parties or banks and/or collecting payments thereof;
- (ii) collecting payment for cheques or Postal orders etc. from Banks or Post Office counters."

They may also be required to collect cash not exceeding Rs. 600 at a time against various instruments."

7. Against this if we read the statement of claim as well as the evidence, we can definitely say that none of the duties stated in the Bipartite Settlement is being referred to as the duties performed by Shri Nege. In paragraph 3 of the statement of claim what is referred to is presenting the bills through intimations to the parties, taking to and bringing from Sitabuldi branch day's clearing cheques, to attend the Reserve Bank of India for depositing bank's payorder and bringing back relative challans and to attend Treasury for lodging pension/pay bills and bring payment thereof. To substantiate the fact of bringing payment as stated in para 3 clause (d) there should be assertion on the part of the Union. For the said purpose if we refer to the statement of Shri Nege, he has not stated in his evidence the duty of collecting cash payment from the Treasury. In the oral evidence the witness says that :—

"I used to take the cheques to the clearing and after they were passed they were being taken back to the Branch. In case any cheque was returned it was taken to the customer. I was not expected to collect any cash on the cheque. I used to take the pension bills as well cheques to the Reserve Bank. Pension bills are being passed by the Treasury office. The procedure for the pension bill was after the pension bill was passed by the treasury, it was returned to the Branch, where it was entered in the register and then it was taken to the clearing in the Burdi Branch from there it was taken to the Reserve Bank to credit it in the account of concerned pensioner. I used to take the pay order as well as challan to the Reserve Bank."

8. Relying on the contention of Shri Negi about bill intimation and conjunctively reading it with the admission of Shri V. M. Joshi, an officer of the Bank in the cross-examination namely that the service of such intimation amounts to presentation of the bill, Shri Kelkar wanted me to hold that service of intimation on the party concerned amounts to obtaining acceptance of bill of exchange etc. as contemplated in the Bipartite Settlement. If we read the evidence minutely what was the duty of the concerned peon was to serve the intimation of the receipt of the bill on the parties concerned but since the duty is cast on the bank to pass on the intimation before a particular time lag, we cannot extend or stretch the admission further to hold that the intimation amounts to acceptance of the bill. Even Shri Kelkar admitted that in the case of collection bills, if the

payment remains, the Bank informs the drawer its non-acceptance and seeks further instructions from him. If the service of intimation of the receipt of the bill really amounted to acceptance of bill of exchange as tried to be urged on behalf of the Union, for non-acceptance of the bill the Bank need not have returns the bill to the Customer, on the contrary the matter could have been pursued on the basis of acceptance of bill. Therefore acceptance of the bill is something different than acknowledgement of the service of intimation, which work the peon concerned was undertaking and merely because he was serving the notice does not mean that he was doing duties of obtaining acceptance of bills of exchange etc. Furthermore the very clause (a) says about obtaining acceptance of bills of exchange, hundies etc. drawn on local parties or bank and/or collecting payment thereof. No doubt there is use of words 'obtaining acceptance of bills of exchange' but if the whole clause is read together mere acceptance would not suffice, it should be followed atleast in majority of the case by payment from the concerned parties that is the Drawee. The second clause is regarding collecting payment for cheques or postal orders etc. from Banks or Post office counters. What was tried to be urged on behalf of the Union was that since the peon was taking pension bills to the Treasury where they were being passed by the Treasury Officer, bringing them back for making entry and then ultimately taking it to the Reserve Bank where the credit was given in the account of respective pensioners, this work, it was tried to be urged, amounted to handling of negotiable instrument, and it was urged that since Shri Nege was performing these duties he must be held to be a Bill Collector. If we refer to the definition of duties of the bill collector and even if we refer to the last line that they must be required to collect cash not exceeding Rs. 600/- at a time, what was thereby contemplated was the responsibility of handling cash and recovering the amount from the customers through negotiable instrument. Even assuming that duties required service of intimation if there be any, that would not convert the work of the peon who was doing the work of handling negotiable instrument be that of a Bill Collector. We have already seen that the Bipartite settlement has provided payment of special allowance because the work involved additional duties and functions requiring greater skill and responsibility. Taking the Pension bills to the Treasury, bringing back to Bank for entry and ultimately depositing in the Reserve Bank can never involve greater skill and responsibility than expected of a member of sub-staff.

9. In the past a colleagues of Shri Nege succeeded in getting the allowance of Bill Collector in an application under Section 33C(2) of the Industrial Disputes Act, and the order though challenged in the High Court by the Bank was confirmed ultimately. Special duties, as enumerated in the application, by consent of the parties were admitted in evidence where in clause (c) we find a reference to collection of cash and taking of cash etc. In the body of the judgement we further find that in the said case there was an admission on the part of the Bank which admission ultimately resulted in decreasing the claim. When read together with the evidence, documentary and oral, on record it was observed that this evidence established that the concerned peon was doing the duty of Bill Collector and therefore he was entitled to special allowance. In the instant case the proof which came to the rescue of the member of the sub-staff then is itself lacking as is evident from discussion therein above, therefore, because another peon was getting the special allowance, it would not lead to an inference that Shri Nege should also get it particularly when there is difference in performance of duties by the earlier peon and then present one. Taking therefore the overall view the third hurdle also obstructs the path of the Union with the result the reference must fail.

Award accordingly.
No order as to costs.

M. A. DESHPANDE, Presiding Officer.
Dated, 5-11-1982.

[No. L-12012(1)/79-D.II(A)]
N. K. VERMA, Desk Officer,

New Delhi, the 27th November, 1982

S.O. 4112.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Patna, and their workmen, which was received by the Central Government on the 22-11-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 8 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Punjab National Bank and their workmen.

APPEARANCES :

On behalf of the employers.—Shri A. K. Dubey, Personnel Officer.

On behalf of the workmen.—Shri C. L. Bhardwaj, General Secretary of Punjab National Bank Union.

STATE : Bihar INDUSTRY : Bank.

Dhanbad, the 11th November, 1982

AWARD

This is a reference under S. 10 of the I. D. Act, 1947. The Government of India by its order No. L-12012/11/80 AD. II(A) dated 16th February, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of the Punjab National Bank, Patna in relation to their pay office Charpakhri in not regularising the services of Shri Bhubaneshwar Prasad, Peon/guard and in terminating his services with effect from 25-8-1979 is justified ? If not, to what relief is the concerned workman entitled ?"

2. The concerned workman Shri Bhubaneshwar Prasad was appointed at B/O Attah of the Punjab National Bank as a peon in stop gap leave arrangement in 1970. He was again employed in the same office on 17-11-1977 and continued to work upto 18-3-1978 with minor breaks. On 18-3-1978 he was transferred to pay office Charpokhti where he joined his duty on 20-3-1978. He continued to work there upto 24-3-79 against a permanent vacancy due to the transfer of Shri Krishna Kumar Singha to B/O Purnia. His Services however were terminated w.e.f. 25-3-1979.

3. The case of the workmen was taken up by General Secretary of the Association of the Punjab National Bank Employees, Bihar Pradesh with the Regional Manager, Punjab National Bank, Exhibition Road, Patna. The plea taken on behalf of the union was that the concerned workman was working against a permanent vacancy from 18-3-78 to 18-9-78 i.e. for a period of six months, and as such he should have been confirmed in this post. The action of the management in terminating his services was against paras 522 and 524 of the Sastry Award read with S. 2(oo), 25B and 25F of the I. D. Act. Since the management did not give any relief to the workman as demanded by the union an industrial dispute was raised by the union before the Assistant Labour Commissioner (C) Patna. The conciliation ended in failure and thereafter this reference has been made to this Tribunal for adjudication.

4. The case of the management is that Shri Bhubaneshwar Prasad was working as temporary peon in leave vacancies at B/O Charpokhti. On 27-5-80 Shri Bhubaneshwar Prasad was appointed as a probationer in the subordinate cadre and

continuing in service against permanent vacancy. He was absorbed into permanent cadre on the basis of his application dated 27-3-80. In this court also he filed a petition dated 12-3-81 taking the plea that he has been appointed as peon-cum-guard by the Punjab National Bank and since there is no dispute now, he has prayed for withdrawal of the case.

5. Against the plea taken by the management the union representing the workmen has asserted that Shri Bhubaneshwar Prasad the concerned workman has no locus-standi to withdraw this case without the consent of the union. Moreover, the petition filed in his court by the workman could not be regarded as a settlement and therefore the case has to be decided on its own merit.

6. On behalf of the workman WW.1, Shri Bhubaneshwar Prasad Sinha in his evidence has fully supported the case as made out in the written statement of the union. He has proved his representation, Ext. W.1. He has also admitted that he wrote on the document, Ext. W.6 with regard to his appointment because he thought that if he wrote the same the management would take pity in his case and put him on the job again. He has deposed that he has not entered into a settlement with the bank.

7. On behalf of the management no evidence has been adduced. The management has stuck to the plea that since the workman himself accepted the job and filed a petition for withdrawal of the case, this reference cannot stand. In fact this is the only point for consideration of this reference.

8. The concerned workman was appointed on permanent basis in the bank, on a much later date than the date which the union had demanded. A petition had been filed by the workman to withdraw this case. The union of the workman has pursued this case it will appear that the petition filed in this case is not a settlement because the union has not joined. It cannot be said to be a conciliation settlement because the concerned workman was appointed as a peon after the failure of the conciliation. This reference is therefore not concluded by virtue of any settlement. This is a reference under S. 10(1)(d) of the I. D. Act, 1947. The union therefore should have been made a party in the settlement. The plea taken by the management therefore cannot stand.

9. There is no counter evidence to the plea of the workman that he worked continuously against a permanent vacancy from 20-3-78 to 24-3-79 i.e. for about a year. According to Sastry Award he should have been treated as a probationer for the maximum period of six months and should have been confirmed on that post. The management of the Bank has not shown that the concerned workman was working in any leave vacancy. The plea taken by the management of the bank has not shown that the concerned workman was working in any leave vacancy. The plea taken by the management therefore cannot stand.

10. Thus having considered all aspects of the case, I hold that the action of the management of the Punjab National Bank, Patna in relation to their pay office Charpokhti in not regularising the services of Shri Bhubaneshwar Prasad, peon/guard and in terminating his services w.e.f. 25-8-79 is not justified. Consequently Shri Bhubaneshwar Prasad, peon/guard should be deemed to be in service w.e.f. 25-8-79 and he should be paid all the back wages and other emoluments with effect from 25-8-79.

This is my award.

I. P. SINGH, Presiding Officer

[No. L-12012(11)/80-D. II (A)]

N. K. VERMA, Desk Officer

New Delhi, the 24th November, 1982

S.O. 4113.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Dhanbar Colliery of Messrs Bharat Coking Coal Limited, Post Office Dhanbar, District Dhanbad (Bihar), and their workmen which was received by the Central Government on the 22nd November, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD
Reference No. 29/80

PARTIES :

Employers in relation to the management of Dhansar Colliery of M/s. Bharat Coking Coal Ltd., P.O. Dhansar, Dist. Dhanbad.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri J. D. Lal, Advocate.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 9th November, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10 (1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012/192/78-D.III(A) dated the 26th April, 1980.

SCHEDULE

"Whether the action of the management of Dhansar Colliery of M/s. Bharat Coking Coal Ltd., P.O. Dhansar, Dist. Dhanbad (Bihar) in terminating the services of the following workmen mentioned in the annexure below with effect from the 1st December, 1976, was legal and justified? If not, to what relief are the said workmen entitled and from what date?

ANNEXURE

Sl. No.	Name & Designation	Date of appointment	Identity Card No.	P.F.A/C No.
1.	2.	3.	4.	5.
1.	Sri Jugal Kishore Earth Cutter.	6-9-73	231308	C/428288
2.	Sri Kamdeo Bhua Miner.	6-9-73	231154	—
3.	Sri Panch leo Gope Miner.	29-9-74	—	C/434814
4.	Sri Babua Majhi Miner.	2-2-71	1233268	C/400929
5.	Sri Raghu Mallik	8-9-73	231310	C/428286
6.	Sri Mangru Bhua, Miner.	27-12-68	231167	C/375671
7.	Sri Majhlu Majhlu, Miner	22-7-74	231038	C/4-231
8.	Sri Etwari Bhua, Drugaman	4-10-71	230374	C/434823
9.	Sri Jappu Bhua, Miner	3-1-63	231052	C/312571
10.	Smt. Subodhi Kamin, Earth Cutter.	2-9-73	231327	C/428250

1	2	3	4	5
11.	Smt. Sonamuni Kamin, 3, Earth Cutter.	12-1-74	2313226	C/433041
12.	Smt. Saore Kamin, Earth Cutter.	6-2-74	231319	C/433404
13.	Smt. Fulmani, Kamin, 2, Earth Cutter.	13-8-73	231329	C/428254
14.	Smt. Yasodi Kamin Earth Cutter.	8-9-74	231314	C/4228292

2. The case of the workmen is that they were permanent workmen of Dhansar Colliery where they have been working since the date of their appointment mentioned in the scheduled of reference and in the capacity as mentioned therein. They claim to be the members of Coal Mines Provident Fund and contended that identity cards were issued to them by the management.

3. It is further alleged that the management of Dhansar Colliery all of a sudden stopped these workmen from their work verbally without any notice and without assigning any reason with effect from 1-12-1976 and since then they are sitting idle. They made several representations but no action was taken. It is however stated that subsequently the concerned workmen learnt that their services were terminated because they were suspected to be so called imposters. It is submitted that they subsequently produced identity certificate from Mukhias and B.D.O, to disprove the allegation made by the management, but still no action was taken. It is submitted that they are all genuine workers and none of them are imposters. According to them the action of the management is illegal and against the provisions of the Industrial Disputes Act.

4. On the above allegation it is prayed that they may be reinstated in service.

5. On behalf of the management it is contended that the present reference is not legally maintainable. According to them a large number of workmen entered into the employment of this colliery surreptitiously either as an imposter or as an inductee at the time of take over the management of this Colliery with effect from 31-1-1973 and the said induction took place by manipulation of records by the clerical staff and some mine officials. This fact came to the light of the management in the year 1976 and hence when the present union raised an industrial dispute regarding those imposters/inductees a discussion was held between the representatives of the employees and the union and as per agreement a Committee was formed consisting of the representatives of the union and the management to decide the cases of the workmen whether they or some of them were imposters/inductees or not. It is stated that accordingly a committee was constituted in which Sri G. D. Pandey, Secretary of the present union was one of the member besides other members were from the side of the management. Sri Pandey himself interviewed the workmen in presence of the other members of the Committee and recorded their statements. The committee sat on various dates in the month of March and April, 1977 and took up a decision and submitted a report. The workmen who were found to be genuine by the committee were taken in service while those who found imposters/inductees were not taken in employment.

6. It is submitted that the concerned workmen were not found as genuine workers and hence they were not taken in employment and as the matter was finally settled at per decision of the committee the matter should not have been raised afresh. It is stated that it is surprising to note that the same union who decided the matter has again raised the present dispute after a lapse of about three years. According to the management the concerned workmen mentioned in Sl. Nos. 1, 10, 11, 12, 13, & 14 were shown to have been employed as earth cutter after the date of take over of the management without any authority from the Custodian or the General Manager of the Area. These workmen got themselves employed surreptitiously in connivance with the staff and the mine officials without proper authorities against the specific bar for employment of new recruits without the authority of the Custodian or the General Manager of the area. Similarly the concerned workmen mentioned in Sl. Nos. 2, 3, 5 & 7 were also shown to have been employed as miners surreptitiously in the same manner and as they were inductees and imposters they were not given re-employment as per report of the committee. As against Babana Manjhi and Tappu Bhuiya and one Ftawaj Bhuiya it is stated that they were casual workers and used to be employed as and when jobs could be available and they were not on the roll on the date of take over of the management and that these persons entered into the services surreptitiously as imposters in place of others.

7. On the above allegation it is prayed that the Reference be decided in favour of the management.

8. The point for consideration is as to whether the action of the management in terminating the services of the concerned workmen with effect from 1-12-1976 was legal and justified. If not to what relief they are entitled.

9. It may be stated that none of the concerned workmen have filed their letter of appointment nor any of them has appeared before this Tribunal except Etwari Bhuiya workman mentioned in Sl. No. 8 who according to the management was a casual worker. It is well known fact that at the time of take over of the management of the collieries by the Govt. several persons got themselves surreptitiously employed as inductees or imposters and claimed to be the workman under different collieries. The management of different collieries had to constitute screening Committees to decide their cases and persons who were found genuine were allowed to continue as workmen. From Ext. M-1 which is a report of Sri S. N. Sinha, Asstt. Personnel Manager dated 30-11-76 it will appear that he visited Dhansar Colliery along with Sri Jagdish Singh, Sr. Personnel Officer and verified the colliery registers in presence of Welfare Officer and found that persons mentioned in Annexure A of his report appeared to be of doubtful identity. He found cutting in the names as well as in the home address of those workmen and none of their photographs were attested by any of the officer of this colliery. He therefore recommended to the General Manager that all these persons should be asked to produce a certificate from the B.D.O. of their native place with attested photograph about their identity and in the meantime they should be stopped from work. The names of as many as 46 workmen including the concerned workmen are mentioned in the Annexure. The General Manager ordered that they should be stopped from work till they produce identity certificates. Thereafter a committee was constituted by the management vide Ext. M-3 to look into the cases of impersonators of this area who had been stopped

from work in December, 1976 and January, 1977. The committee consisted of three representatives of the management as well as one representative of the Rashtriya Colliery Mazdoor Sangh, Dhanbad of which the concerned workmen are admittedly the members. Shri G. D. Pandey authorised representative of this union became one of its member. Admittedly the concerned workmen are members of this union and the same union was raised the present dispute. The present dispute has been raised by Lala B. P. Sinha, Branch President of the union in Dhansar Colliery Branch and he has examined himself as WW-2. It is admitted by him in his cross-examination para 9 that at present Shri G. D. Pandey is Secretary of the Central Committee, Rashtriya Colliery Mazdoor Sangh. It is also admitted by him that the President and the General Secretary of the Central Committee took decision with the headquarters of Bharat Coking Coal Ltd., though this witness has stated that he had no knowledge about the formation of any committee to enquire into the cases of doubtful workmen including the concerned workmen. But from the evidence itself it will appear that this statement of him is not worth reliance. Shri G. D. Pandey is admittedly the Secretary of the union. It will appear that Shri G. D. Pandey took statements of all the workmen who appeared before the committee and the said statement has been marked Ext. M-4 series. The statements bear the thumb impression or signature of the workmen who appeared as also the signature of Sri Pandey himself. Now if the concerned workmen or the union had no knowledge of information of any such committee, how some of these concerned workmen appeared before the said committee and gave their statements.

10. Sri S. N. Sinha, Asstt. Personnel Manager who submitted his report Ext. M-1 before the General Manager has examined himself as MW-1. He has stated that he submitted the said report regarding the doubtful identity of some workmen including the concerned workmen after examining the statutory registers and thereafter when their work were stopped a committee was constituted to scrutinise the cases and Shri G. D. Pandey authorised representative of R.C.M.S. who had raised the dispute was made a member of this Committee vide Ext. M-3. According to him the workers were interviewed and their statements were recorded by Sri Pandey himself before the Committee who also took thumb impression of the workmen. Out of 14 concerned workmen 9 appeared before the committee and others did not turn up. The statements of these 9 concerned workmen have been filed and have been marked Ext. M-4 series. It is further stated by him after examining the matter in detail the committee submitted a report duly signed by the members and the said report is Ext. M-5. As per said report the concerned workmen were not found as genuine workers and hence they were not given re-employment. This witness has also given the details of the grounds on which the concerned workmen were not found to be genuine though their names appeared in the identity card and Form B register. Several discrepancies were found in the identity cards as also Form B register. The Committee also took other factors under consideration and came to the conclusion that the concerned workmen are not genuine workers. MW-2 Shri B. N. Sinha is the Personnel Officer who was acting as Asstt. Personnel Manager during the relevant period. He has also stated the same fact regarding the constitution of the committee. He has further stated that the committee was constituted after a discussion with the union representatives at Directors level.

11. Thus from the above fact it is clear that when the concerned workmen were stopped work along with others their union raised a dispute and thereafter a committee was constituted by the management in which Shri G. D. Pandey of this very union was a member. Shri Pandey himself took the statements of the workmen who appeared before the committee and thereafter, after considering all the factors the committee submitted its report Ext. M-5 on the basis of which the concerned workmen were not found genuine workers and hence they were not taken in re-employment.

The matter was thus settled finally and it is not proper nor justifiable for the same union to re-agitate the same matter again after a lapse of about three years. If such things are allowed to go there will be no end of any dispute and nothing can be settled finally. This will also lead to disturbance of industrial peace and harmony.

12. It will also appear that none of the concerned workmen except Etwari Bhuiya has come before this Court to prove their identity and no reason has been assigned as to why they have not appeared. Further there is no letter of appointment of any legal authority showing that these persons were ever appointed by the management under the colliery. The evidence of WW-2 Lala B. P. Sinha cannot be relied upon in view of authentic evidence and documents given by the management in this case. This witness has stated that though Sri Pandey is the Secretary of this union and was also Executive Member of the Central Committee but he is not concerned with the Dhansar Branch of this union which is not believable. If Shri Pandey is not concerned with Dhansar union how could he become member of the Screening Committee and how could he examine the workmen concerned. It was the duty of the union to produce all the workmen concerned and file authentic documents to show that they were in fact workmen in this mine. But it has not been done.

13. The union has no doubt filed a letter dated 20-7-77 signed by Sri G. D. Pandey and addressed to the General Manager requesting that in cases of doubtful persons appropriate authorities such as D.I.G., Chief Secretary should be approached for their findings on proper verification. Ext. W-3 is another letter by Lala B. P. Sinha requesting the management to look into the matter. Ext. W-4 is a letter dated 15-9-78 written by the Project Manager to the Asstt. Labour Commissioner in which it was clearly stated that the persons in the dispute were found imposters and therefore they were not taken in employment. Exts W-5 to W-7 are subsequent letters of the union requesting to consider the case of the concerned workmen but once the matter was decided finally the matter should not have been raised by the same union and so these letters are not at all relevant.

14. Some legal points were also raised on behalf of the union and it was urged that these concerned workmen were not given retrenchment compensation before their services were terminated as provided under Chapter VB Section 25-N of the Industrial Disputes Act and hence their not taking in employment is illegal. It will be seen that there is no evidence that the concerned workmen were appointed in the colliery by any legal authority of the management. No appointment letter has been filed. Provisions of Industrial Disputes Act is applicable only in cases of persons who are shown or found to be workmen under the Act. If it could have been shown that the concerned workmen were appointed by duly authorised person of the colliery authorised to make appointment and then if their services would have been terminated then in that case the provisions of Industrial Disputes Act would have been applicable. In the present case the concerned workmen were found to be either imposters/inductees working in the mine for some time surreptitiously and so they cannot be held to be workmen under the Industrial Disputes Act and they cannot get the benefits as provided under Section 25-M of the Industrial Disputes Act.

15. Considering the entire evidence and facts and circumstances of the case, I hold that the action of the management in terminating the services of the concerned workmen is legal and justified and they are not entitled to any relief.

16. I give my award accordingly.

I. N. SINGH, Presiding Officer
[No. L-20012/192/78-D.III(A)]

A V S. SARMA, Desk Officer

New Delhi, the 29th November, 1982

S.O. 4114.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial

dispute between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhetaland, District Dhanbad, and their workmen, which was received by the Central Government on the 24th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 14 of 1980

PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhetaland, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. N. Prasad, Advocate and Shri N. C. Ganguly, Advocate.

For the Workmen—Shri J. D. Lal, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 18th November, 1982

AWARD

By the following order dated 26-8-1980 the Central Government referred the present dispute to this Tribunal for adjudication.

"No. L-20012(150)/80-D.III.A.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Ltd., Post Office Bhetaland, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed :

And whereas the Central Government considers it desirable to refer the said dispute for adjudication :

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal No. 1, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the demand of the workmen of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhetaland, District Dhanbad that the workmen mentioned in Annexure 'A' should be regularised and paid wages as per National Coal Wage Agreement is justified? If so, to what date?"

ANNEXURE 'A'

SHARMA ENGINEERING WORKSHOP BARAHAN MISTRY : CONTRACTOR

Name	Designation
1. Nago Vishwakarma	Black Smith
2. Chhotan Vishwakarma	Black Smith
3. Sundra Mistry	Black Smith
4. Subodh Mistry	Black Smith
5. Balak Mistry,	Hammer Man

6. Sakaldeo Mistry
7. Anil Kumar
8. Tulsi Rawani
9. Prittam
10. Abdul Mian
11. Bhanu Gope

**VISHWAKARMA ENGINEERING WORKSHOP
PADUM MISTRY : CONTRACTOR**

Name	Designation
1. Subhas Mistry	Black Smith
2. Sita Ram Mistry	Black Smith
3. Sudheswar Mistry	Black Smith
4. Nand Lal Mistry	Black Smith
5. Mohan Mistry	Black Smith
6. Baban Mistry	Hammer Man
7. Ganesh Mistry	Hammer Man
8. Durga Mistry	Hammer Man
9. Kashi Mistry	Hammer Man
10. Madan Singh	Hammer Man
11. Ganga Mistry	Hammer Man
12. Kameshwar Mistry	Hammer Man
13. Ashok Mistry	Hammer Man
14. Bajrangi Singh	Hammer Man
15. Sambhu Yadav	Hammer Man."

2. It would be noticed from the order of reference that the Central Government being of opinion that an industrial dispute exists between the employers in relation to the management of Sijua Colliery of M/a. Tata Iron and Steel Co. Ltd., P.O. Bhelatand, Dist. Dhanbad (hereinafter referred to as the company) and their workmen in respect of the matter specified in the schedule to the order has referred the said dispute for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947. A reading of the said schedule would show that the dispute referred is whether the demand of the workmen of Sijua colliery of the company that the workmen mentioned in Annexure 'A' should be regularised and paid wages as per National Coal Wage Agreement (briefly NCWA) is justified and if so to what relief are the said workmen entitled and from what date. A perusal of the said Annexure 'A' would further show that 11 workmen, out of whom 4 are blacksmiths and the rest are hammermen, have been shown under the heading "Sharma Engineering Workshop—Barahan Mistry : Contractor" and 15 workmen, out of whom 5 are blacksmiths and rest are hammermen, have been shown under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor."

3. After being noticed the parties had filed their respective written statements and rejoinders.

4. It is the case of the company that there was no employer and employee relationship between the company and the persons named in Annexure 'A' at any time and hence the present reference is bad and incompetent in law. According to the company, it is also not aware of the identity of the persons mentioned in Annexure 'A' or the nature of their employment, its duration and other allied particulars. It is the positive case of the company that "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" are independent proprietary firms belonging respectively to the contractors Barahan Mistry and Padum Mistry situated close to the Sijua colliery workshop of the company and those two firms carry on their jobs outside the colliery premises and the company has nothing to do either with the management or control of those two firms. Those two firms recruit their own labour and engage them for doing their work and the company is not aware if all the persons mentioned in Annexure 'A' were or are in employment of those firms. The company places work orders

on the above two firms to repair and manufacture coal tubs after inviting tender and obtaining quotation from different firms, and those two firms execute such work orders at mutually agreed rates. According to the company, therefore, there is no ground for regulating the services of the concerned workmen as direct employees of the company. The company had also raised in its written statement a technical objection that the Bihar Colliery Kamgar Union, which has sponsored the present dispute on behalf of the workmen, is neither a recognised union nor representative union of the workmen of Sijua colliery and as such it was incompetent to raise any dispute on behalf of the workmen. But this point was not pressed by the company at the time of hearing.

5. On the other hand, it is the case of the workmen that the so-called "Sharma Engineering Workshop" or "Vishwakarma Engineering Workshop" is neither a proprietary firms nor they have any physical or legal existence. It is their positive case that since last 5 to 7 years they have been working continuously in the Sijua colliery workshop of the company under these respective contractors, Barhan Mistry and Padum Mistry, and they had been doing all sorts of smelting work connected with the mining work in the said workshop of the company, and the above named contractors have been set up by the company as intermediaries as a clever device to defeat the various provisions of labour laws meant for the welfare of the workmen and to deprive them of their proper legal wages as prescribed by the NCWAs—I and II and other legal dues such as quarterly bonus, profit sharing bonus and other benefits admissible to other regular workmen of the colliery. Such of them as are hammermen are being paid only Rs. 6 per day and such of them as are blacksmiths are being paid only Rs. 6.50 per day which are much below the rates prescribed under the NCWAs—I and II. According to them, the so-called contractors themselves do not do any work and their only duty is to mark the attendance of the concerned workmen and to pay their wages after taking the same from the company and those contractors also sometime remain present in the workshop of the company to see that the concerned workmen work non-stop. However, in technical matter, the work of the concerned workmen is supervised by the Foremen and Engineers of the workshop of the company. They further contend that apart from the facts stated above they are employees of the company under the Standing Orders of the company applicable to the colliery which defines "employees" to mean all work people employed above ground or underground either directly by the company or under a Contractor. Their contention, therefore, is that they are in fact and in law employees of the company and are entitled to be regularised as direct employees of the company from the dates they have been working in the Sijua colliery workshop of the company and they should be paid wages accordingly as per NCWAs.

6. The parties had led both oral and documentary evidence in support of their respective cases.

7. Since there was dispute between the parties regarding the very existence of "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" at the spot, my learned predecessor, Mr. Justice B. K. Ray (Retd.), had, after the closure of the evidence, on a petition dated 18-6-81 of the company, made local inspection on 22-6-81 at 5.30 p.m., and had prepared a memorandum of local inspection which is on the record. He found the Sijua Engineering Workshop of the company situated within the colliery premises and surrounded by walls on all sides. He passed through a gate in order to reach this workshop of the company which occupies a fairly big area with a shed covering the entire space. Inside that workshop he found some machines and a raw of iron tubs placed on rails awaiting their despatch to the site where they were to be used. He also found in the workshop a number of wheels and blocks lying detached which were to be fitted to the tube in order to make them complete in all respect for use.

8. As regards "Vishwakarma Engineering Workshop", he found it to be an open space of land close to the compound in which the company's workshop is situated. This open space had no shed and there was nothing to indicate the boundary of the workshop except two cement pillars of about one foot height each on two opposite sides of the space. The length and breadth of each of the two pillars was about 10". There was no wall or fence enclosing the space on all sides. On one side of the space there was a

row of shops open to the public. The space alleged to be the site of the workshop was just behind the row of shops. Adjacent to the row of shops, there was a hutment with its door-way opening to the space called the site of the workshop. At the time of inspection he found the doors of the hutment closed and locked. The walls of the hutment were built of loose bricks. Padum Mistry, (MW-2), who is said to be the proprietor of this workshop, was present at the spot at the time of inspection and he unlocked the lock of the doors of the hutment and opened the door leaves but as soon as the door leaves opened they fell down giving an impression as if they had been fixed sometime before inspection in order to give an impression that the hutment was a fullledged closed room which was meant to be used as a godown house of the workshop. When the door frames fixed to the hutment fell down, only some old iron scraps were found inside. The site inside the hut did not give an impression that the hutment was a godown house where valuable materials of the workshop could be stored. Outside the hutment in the open space some old dilapidated broken tubs were found scattered here and there which did not give an impression that they were being worked upon. At the time of inspection no worker was found working in the workshop. The workshop had also no name plate from which one could say that it was 'Vishwakarma Engineering Workshop'.

9 So far as the alleged "Sharma Engineering Workshop" is concerned, it was said to be another open space without any boundary wall or fence near the compound of the company's workshop. This open space had also no shed. Adjoining the open space there was a pucca room with roof and iron doors opening to the open space. At the time of inspection, Barahan Mistry (MW-1), who is said to be the proprietor of the workshop, opened the doors. Inside the room some old materials were found. During inspection no worker was found working there. On the open space few old broken dilapidated tubs were found scattered here and there and they did not give an impression that they were either under repair and under construction. At one place a box with a lid was found which was neither locked nor chained and inside the box some small old iron instruments were found which did not give an impression that they were being used. Here also there was no name plate of "Sharma Engineering Workshop". There was electric connection in the open space for light and the connection was from company's premises.

10 On the open space in both the workshops alleged to be "Vishwakarma Engineering Workshop" and "Sharma Engineering Workshop" two blowers fitted one in each meant to be used to pump air into the fire lighted during work were found and the pipes of the two blowers appeared to be recently fitted and there was no sign that the blowers were being used.

11 On a consideration of the evidence adduced by the parties, in the light of the local inspection report, my learned predecessor, in his award dated 27-7-1981 disbelieved the existence and functioning of "Sharma Engineering Workshop" and "Vishwakarma Engineering Workshop" as independent firms belonging respectively to the contractors Barahan Mistry and Padum Mistry, MW-1 and MW-2, and held that the story of the Company that it was getting repairing and manufacturing work of the tubs done by the aforesaid two contractors on contract basis in their respective workshops through their own labour, was a myth. He further held that the concerned workmen actually worked in the workshop of the Company with tools and machines of the company and the action of the Company in showing the concerned workmen as employees of the two contractors was only a subtle ruse adopted by the company to cover up the real position that the concerned workmen were Company's workers in order to avoid higher payments to them according to NCWAs-I and II. In this connection he placed reliance on two decisions of the Supreme Court reported in 3 SCLJ 1557 (D C Desai Mohideen Sahib and Sons Vs Secretary United Beedi Workers' Union) and 1978 Lab I C 1264 (Hussainbhai Vs Alath Factory Tczhulali Union and others) and ultimately held that the concerned workmen were to be regularised and permanently absorbed in the services of the company but, in the absence of any evidence to show from what date they commenced working, he allowed them the benefit of regularisation from the date his award became effective and he further held that from the date when his award comes into force the concerned workmen

would be entitled to be treated as permanent workmen of the company and will be entitled to the wages as admissible to them under NCWA II and their seniority would count from that date.

12 Against the said award dated 27-7-1981 given by my learned predecessor, the company filed a Writ Petition in the Ranchi Bench of the Patna High Court which was registered as CWJC No 210/82(R) and was disposed of by judgment dated 19-8-82. By the said judgment the award has been set aside and the case has been sent back for fresh disposal in accordance with law on the basis of the materials which are already on the record. The award has been set aside on the sole ground that in coming to a finding that the concerned workmen were in fact in the employment of the company and they are not independent employees of the two contractors my learned predecessor had solely relied on his inspection note in disbelieving the evidence to the contrary led on behalf of the company but had not discussed the evidence led on behalf of the workmen. It has, however, been observed in the judgment that after remand it would be open to the company to raise all objections that they want to raise on the basis of the materials which are on the record.

13 Accordingly, after remand, the matter has been heard afresh on the materials which are already on the record.

14 Before considering certain preliminary objections which have been raised on behalf of the company and before discussing the evidence on the record it would be profitable to briefly discuss the two decisions of the Supreme Court reported in 3 SCLJ 1557 and 1978 Lab I C 1264 (supra) relied on by my learned predecessor and on the basis of which the case of the workmen appears to be founded.

15 In the case reported in 3 SCLJ 1557 the modus operandi with respect to manufacture of bidis in the appellants' concerns was that contractors took leaves and tobacco from the appellants and employed workmen for manufacturing bidis. After bidis were manufactured, the contractors took them back from the workmen and delivered them to the appellants. The workmen took the leaves home and cut them there, however the process of actual rolling by filling the leaves with tobacco took place in what were called contractors' factories. The contractors kept no attendance register for the workmen. There was also no condition that they should come and go at fixed hours. Nor were the workmen bound to come for work every day, sometimes the workmen informed the contractors if they wanted to be absent and sometimes they did not. The contractors however said that they could take no action if the workmen absented themselves even without leave. The payment was made to the workmen at piece rates. After the bidis were delivered to the appellants, payment was made therefor. The system was that the appellants fixed the price of tobacco and leaves supplied to the contractors who took them to the places where work of rolling was done and gave them to the workmen. Next day, the manufactured bidis were taken by the contractors to the appellants who paid a certain price for the manufactured bidis after deducting therefrom the cost of the tobacco and the leaves already fixed. The balance was paid to the contractors who in their turn paid to the workmen, who rolled bidis, their wages. Whatever remained after paying the workmen would be the contractors' commission for the work done. There were written agreements on the same pattern between the appellants and the contractors. On the above facts the question for determination before the Supreme Court was whether the relationship of master and servant subsisted between the appellant and the bidi rollers employed by the contractors. The Supreme Court cited a number of cases of the Supreme Court and held

'It is in the light of these decisions that we have to decide whether the workmen who work under the so-called independent contractors in these cases are workmen of the appellants. It has been found by the tribunal and this view has been confirmed by the appeal court that the so-called independent contractors were mere agents or branch managers of the appellants. We see no reason to disagree with this view taken by the tribunal and confirmed by the appeal court on the facts of these cases. As the appeal court has rightly pointed out the so-called independent contractors were indigent persons who were in all respects under the control of the appellants. There is in our opinion little doubt

that this system has been evolved to avoid regulation under the Factories Act. Further there is also no doubt from whatever terms of agreement available on the record that the so-called independent contractors have really been independent at all. As the appeal court has pointed out they are impious persons who could hardly afford to have factories of their own. Some of them are even ex-employees of the appellants. The contract is practically one sided in that the proprietor can at his choice supply the raw materials or refuse to do so, the so-called contractor having no right to insist upon the supply of raw materials to him. The so-called independent contractor is even bound not to employ more than nine persons in his so-called factory. The sale of raw materials to the so-called independent contractor and resale by him of the manufactured bidis is also a mere camouflage, the nature of which is apparent from the fact that the so-called contractor never paid for the materials. All that happens is that when the manufactured bidis are delivered by him to the appellants, amounts due for the so-called sale of raw materials is deducted from the so-called price fixed for the bidis. In effect all that happened is that the so-called independent contractor is supplied with tobacco and leave and is paid certain amounts for the wages of the workers employed and for his own trouble. We can therefore see no difficulty in holding that the so-called contractor is merely an employee or an agent of the appellants as held by the appeal court and as such employee or agent he employs workers to roll bidis on behalf of the appellants. The work is distributed between a number of so-called independent contractors who are told not to employ more than nine persons at one place to avoid regulations under the Factories Act."

16. In the case reported in 1978 Lab. I.C. 1264 (*supra*) the petitioner before the Supreme Court was a factory owner manufacturing ropes. A number of workmen were engaged to make ropes from within the factory, but those workmen, according to the petitioner, were hired by contractors, who had executed agreements with the petitioner to get such work done. The petitioner contended that the workmen were not his workmen but the contractors' workmen. The industrial award, made on a reference by the State Government, was attacked on this ground. The learned single Judge of the High Court had held that the petitioner was the employer and the members of the respondent-union were employees under the petitioner. A Division Bench upheld this stand and the petitioner had sought special leave from the Supreme Court. It was not in dispute that 29 workmen were denied employment which led to the reference. It was also not in dispute that the work done by these workmen was an integral part of the industry concerned; that the raw material was supplied by the management; that the factory premises belonged to the management; that the equipment used also belonged to the management and that the finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. On these facts it was held by the Supreme Court that this concatenation of circumstances is conclusive of the question, and even cases where this impressive array of factors were not present, would have persuaded an industrial court to the conclusion that the economic reality was employer-employee relationship and, therefore, the industrial law was compulsively applicable. In that case also it was contended on behalf of the petitioner that the petitioner had entered into agreements with intermediate contractors who had hired the respondent-Union's workmen and so no direct employer-employee *vinculum iuris* existed between the petitioner and the workmen. It was, however, observed by the Supreme Court that this argument is impeccable in *laissez faire* economics 'red in tooth and claw' and under the Contract Act rooted in English Common Law. But the human van of a century vawns between this strict doctrine and industrial jurisprudence. The Supreme Court referred with approval on earlier decision of the Supreme Court in *Ganesh Reed's case* (AIR 1974 SC. 1832) in which it has been held that mere contracts are not decisive and the complex of considerations relevant to the relationship is different. Indian Justice, beyond Atlantic liberalism, has a rule of law which runs to the aid of the rule of life. And

life, in conditions of poverty aplenty, is livelihood, and livelihood is work with wages. Raw societal realities, not fine-spun legal niceties, not competitive market economics but complex protective principles, shape the law when the weaker working class sector needs succour for livelihood through labour. The conceptual confusion between the classical law of contracts and the special branch of law sensitive to exploitative situations accounts for the submission that the High Court is in error in its holding against the petitioner. The Supreme Court, while on the facts of the case, upholding the conclusion of the High Court and refusing special leave, laid down the true test as follows:

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in diff'rent perfect paper arrangement, that the real employer is the Management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43 and 43-A of the Constitution. The court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off.

Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

17. After having stated the relevant law on the subject as laid down by the Supreme Court, I shall next consider the two preliminary points raised by Mr. B. N. Prasad, the learned counsel for the company, in course of his argument. He firstly contended that in Annexure 'A' to the order of reference the workmen have been shown to be either under the heading "Sharma Engineering Workshop—Harshan Mistry : Contractor" or under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor" and hence those workmen on the very face of the reference must necessarily be taken to be the workmen of those firms belonging to those contractors, and, consequently, there could be no industrial dispute between those workmen and the company, there being no employer—employee relationship between them, and no evidence could either be led or looked into to show that those contractors are either fake contractors or that those workmen are in any sense employees of the company. Secondly, he has argued that under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970, it is only the appropriate Government which may prohibit employment of contract labour in any establishment and it is beyond the jurisdiction of any Court or Tribunal to do so if it exists in any establishment.

18. In support of his first contention Mr. Prasad has relied on two decisions of the Supreme Court reported in 1967 (I) 11 J. 423 (*Delhi Cloth and General Mills Co. Ltd. Vs. Their workmen and others*) and AIR 1979 SC. 1356 (*Pottery Mazdoor Panhayat Vs. Perfect Pottery Co. Ltd.*) in which it has been held that when the terms of reference are founded on the basis that there was a strike by the workmen and there was a lock out declared by the management it was not competent to the workmen to contend before the

Tribunal that there was no strike at all nor it was open to the management to say that there was no lock out declared by it. In otherwords, the parties cannot be allowed to challenge the very basis of the issues setforth in the order of reference or to contend that the foundation of the dispute mentioned in the order of reference was non-existing and that the dispute was something else, nor the Tribunal is free to enlarge the scope of the dispute referred to it and it must confine its attention to the points specifically mentioned and anything which is incidental thereto.

19. In my opinion, however, there is no merit in the first point raised by Mr. Prasad nor the aforesaid cases cited by him appear to have any bearing in the present case. If his contention that since in Annexure 'A' to the order of reference the workmen have been shown under the heading of the two firms belonging to the two contractors the same should be taken as a gospel truth and no evidence to the contrary should either be fed or looked into, be taken to be correct, than it could equally be argued on behalf of the workmen that since in the opening para of the order of reference as well as in the opening para of the schedule thereof it has been stated that an industrial dispute exists between the company and their workmen mentioned in Annexure 'A', the same should also be taken to be a gospel truth and no evidence to the contrary should either be permitted to be led by the company or be looked into. I have pointed out this thing only to show the fallacy of the argument of Mr. Prasad. Therefore, the question whether the workmen are or are not the employees of the company will have to be decided on the evidence adduced in this case in the light of pleadings of the parties and, in the very nature of the dispute, it cannot be decided merely by looking at the wordings of the order of reference, specially when there are Supreme Court decisions reported in 3 SCLJ 1557 and 1978 Lab. J. C. 1264 (supra), which I have discussed in detailed above, which lay down that the presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu and absence of direct relationship of the workmen with the management is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. I, therefore, see no merit in the first point raised by Mr. Prasad which is accordingly rejected.

18. On the second point Mr. Prasad has cited two cases reported in 1971 (II) L.J. 567 (Vegoil Private Ltd. Vs. the workmen) and 1975 Lab. J.C. 165 (Management of Burmah Shell Oil Storage and Distribution Co. of India Ltd. Vs. The Industrial Tribunal, Andhra Pradesh, and others) in which it has been held that only the appropriate Government has power to prohibit the employment of Contract labour in any establishment and the Industrial Tribunal has got no jurisdiction to prohibit contract labour in any establishment after the passing of the Contract Labour (Regulation and Abolition) Act, 1970. The second contention of Mr. Prasad, however, also seems to be mis-conceived as in the present case it is not the prayer of the concerned workmen that contract labour as such should be abolished in the establishment of the company, their case being simply that they are in fact and in law employees of the company and the two contractors have been set up by the company as intermediaries as a clever devise to defeat the various provisions of labour laws meant for the welfare of the workmen and to deprive them of their proper legal wages as prescribed by the NCWA-I & II and other legal dues such as quarterly bonus, profit sharing bonus and other benefits admissible to other regular workmen of the colliery. The second point raised by Mr. Prasad is also, therefore, dismissed as without any merit.

19. After having thus disposed of the two preliminary points raised by Mr. Prasad, I shall next turn to the consideration of the evidence adduced by the parties in the light of their pleadings and the memorandum of local inspection prepared by my learned predecessor.

20. On behalf of the workmen two witnesses have been examined, namely, Subhas Mistry (WW-1) and Madan Singh (WW-2), the former being blacksmith and the latter being a hammerman out of the 15 workmen named under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor"

of Annexure 'A' to the order of reference. None of the 11 workmen named under the heading "Sharma Engineering Workshop—Barhan Mistry : Contractor" of the said Annexure 'A' has been examined in this case. Besides a number of documents have also been exhibited on behalf of the workmen which I shall refer hereafter.

21. On behalf of the company three witnesses have been examined out of whom Barhan Mistry (MW-1) and Padum Mistry (MW-2) are the above named two contractors and K. N. P. Verma (MW-3) is an Engineer working in the workshop of Sijua colliery of the company. On behalf of the management also a number of documents have been exhibited to which shall refer hereafter.

22. Subhas Mistry (WW-1) has deposed that he and other concerned workmen, some of whom are blacksmith and some are hammerman, are working under the contractor Padum Mistry in the workshop of the company as Padum Mistry has got no workshop of his own known as Vishwakarma Engineering Workshop. He has further deposed that blacksmiths repair tubs, cages, tripllers, rails etc. and hammermen help blacksmiths in their work but the entire materials for the said purpose are obtained from the Company's store and the tools by which the concerned workmen work are also supplied by the company. He has next deposed that the attendance of the concerned workmen are marked by the contractor in his own register and the concerned workmen are paid their wages by the contractor and a blacksmith gets a daily wage of Rs. 6.50 whereas a hammerman gets Rs. 6 but they are not paid profit sharing bonus, quarterly bonus and other allowances. He has further deposed that Padum Mistry was originally working as supervisor under the company and he worked in that capacity till 1973 and thereafter he became a contractor under the company and he does not undertake any contract work in any other company. Similarly he has deposed that Barhan Mistry is another contractor under the company and 11 workmen shown in Annexure 'A' to be working under Barhan Mistry also work in the workshop of the Company as Barhan Mistry has got no workshop of his own known as "Sharma Engineering Workshop" and those workmen are also, some of whom are blacksmiths and some are hammermen, being paid in the same manner as the workmen shown in Annexure 'A' under Padum Mistry.

23. In his cross-examination Subhas Mistry (WW-1) has stated that the concerned workmen were not given any letter of appointment by the company nor their attendance is being marked by the company nor their wages are paid to them directly by the company. He has also stated that the blacksmiths and hammermen named in Annexure-A under the contractor Padum Mistry were appointed by Padum Mistry and similarly the workmen mentioned in Annexure 'A' under Barhan Mistry, contractor, were appointed by Barhan Mistry. He has further deposed that the company invites tenders for the aforesaid repair work but he cannot say if after tenders are invited Padum Mistry applies for taking the work on contract basis. But he has denied the company's suggestion that there is a workshop of Padum Mistry known as "Vishwakarma Engineering Workshop" and there is also a workshop of Barhan Mistry known as "Sharma Engineering Workshop" situated outside the colliery area and that in the workshop owned by Padum Mistry he maintains drilling machine, blowers, hammers and chisels and those contractors bring the tubs given to them by the company for repairing from the company's premises to their own workshop and there they are repaired by their own men and after they are repaired the repaired tubs are again taken back to the company's premises where they are delivered back.

24. Madan Singh (WW-2) has also deposed to the same effect as deposed to by Subhas Mistry (WW-1). He has further deposed that the concerned workmen were doing (1) repairing of old tubs, (2) construction of new tubs, (3) manufacturing of crossbars, (4) manufacturing of cages and (5) constructions of tripllers, and for doing the above work drill machine, welding machine, gas machine, lathe machine are used which belong to the company and they are all worked by electricity. He has further deposed that the working hour of the concerned workmen are from 8 a.m. to 4 p.m. and their work used to be supervised by Padum Mistry and Foreman and other Engineers of the company. He has next deposed that other workers under Barhan Mistry also worked

in the workshop of the company alongwith the workmen working under Padum Mistry and regular workers of the company.

25. In his cross-examination Madan Singh (MW-2) has also denied the existence of any Vishwakarma Engineering Workshop belonging to Padum Mistry or Sharma Engineering Workshop belonging to Barhan Mistry outside the colliery premises. He has further deposed that Padum Mistry appoints and discharges from service and makes payment to the concerned workmen.

26. Barhan Mistry (MW-1) has deposed that he is the proprietor of "Sharma Engineering Workshop" situate outside the colliery premises and tubs are repaired as well as manufactured and steel doors are also manufactured in the said workshop on contract basis by his own workmen and by his own tools after taking work-orders from the company. He has further deposed that he enters the colliery premises at the time of bringing the tubs for repair and after the tubs are repaired he sometime carries them inside the company's premises to re-deliver to the company and sometimes the company makes its own arrangement to take the tubs after repair from the workshop site to the colliery's premises. He has also said that when he delivers the repaired tubs or manufactured tubs inside the company's premises they are inspected by the company's Engineer to see that they are alright.

27. In his cross-examination Barhan Mistry (MW-1) has deposed that he had worked in the colliery of the company for about 15 years from 1947 and after he was discharged from service he sat idle for about 5 to 6 years and then he applied to the company for his employment but the company instead of giving him employment asked him to start his own workshop and to get work done in the said workshop on contract basis for the company whereupon he started the contract work since last about 8 to 9 years. He has also stated that in his workshop he has got only drilling machine and he only repairs tubs and manufactures tubs and the coal which is used in the workshop is supplied by the company free, and he does not require lathe machine or gas machine for his workshop. He has further admitted that all materials including iron sheet, bolts and nuts which are required for manufacture of and repair of tubs are supplied by the company. He has, however, stated that he does not maintain any regular register for the workmen employed in his workshop to mark attendance or for payment of wages, and, in fact, he does not maintain a regular account for his workshop. It is also his evidence that there are electric connection in his workshop for which electric current is supplied by the company. He has ascertained that he pays Rs. 200 annually for the land on which his workshop is situate but no receipt for the same has been filed nor it has been stated as to who is the owner of the said land and to whom the rent is paid. He has ascertained that his workshop is an open space having a shed over it, but he is contradicted by the inspection note of my learned predecessor who did not find any boundary wall or fence or any shed in the open space which was alleged to be his workshop.

28. Padum Mistry (MW-2) has deposed on the same line as Barhan Mistry (MW-1). He has stated that he is the proprietor of Vishwakarma Engineering Workshop which is situate outside the premises of Sijua colliery and mainly he undertakes repairing and manufacturing work of tubs in the workshop on contract basis under the company. He has also deposed that the company invites tenders for the work and when his tender is accepted he undertakes the work in his workshop through his own labourers and by his own tools and he appoints his own workers and terminates their services when not required and pays them their wages. He has denied that his workmen work in the workshop of the company. He has also said that there is no fixed working hours for the labourers employed by him.

29. In his cross examination he too has stated that formerly he was working in the workshop of Sijua colliery of the company till 1974 as supervisor and about 5 months after his services were terminated he started the contract work in his workshop. He too has stated that he does not maintain any attendance register or any other register for the workmen employed by him nor does he maintain any regular account for his workshop. According to him also the materials for the work which he does in his workshop are supplied by the company and the coal used in the workshop are also

supplied by the company but his workshop does not require the use of electricity. According to him there are blower, hammer, chisel, punch and hand ratchet in his workshop which all belong to him, and some of them had been purchased by him from the market and some he had himself prepared. Besides manufacturing the repairing tubs he also at times prepares and manufactures crossings, cages and tripllers. According to him, no welding is required when a tub or a cage is manufactured and crossings are not cut by gas cutting machine but are cut by him by his hammer in the workshop, and the holes in the crossing are made by punch. He has denied the suggestion made on behalf of the workmen that drilling of holes in the crossing can only be done by gas machine and drilling machine. He has further stated that the tenders are published on the notice board of the company and at the time of submitting tender he submits the forms that are supplied to him by the company. But no copy of any such tender has been filed in this case either by Padum Mistry (MW-2) or by the company. He has also stated that from time to time he submits in writing the materials required by him and after the materials are brought out from the stores of the company he brings them to his workshop and after completion of all work he returns the surplus material to the company including the scraps. According to him the work is done in his workshop in open space under a tree and there is a godown house attached to it where he stores materials and he pays monthly rent of Rs. 75 for the godown. But no rent receipt has been filed to show the payment of any such rent nor there is evidence to show as to whom the said godown belongs or to whom the rent is paid. My learned predecessor had found this godown to be a hutment having its walls made of loose bricks and when the door leaves of the hutment were opened they fell down giving an impression that they were fixed only sometime before the inspection and inside the said hutment only some old iron scraps were found.

30. K. N. P. Verma (MW-3) is an Engineer of the workshop of Sijua colliery of the company. He has deposed that the company invites tenders for certain work to be done on contract basis and Barhan Mistry and Padum Mistry as contractors submit their tenders and when accepted they undertake to do the work on contract basis in their own workshop situate outside the colliery premises through their own men and the company never supplies tools and other implements to them for doing the work on contract basis. He has denied that the concerned workmen work in the workshop of the company. He has, however, stated that he does not know the details of the work which the two contractors do on contract basis.

31. In his cross-examination K.N.P. Verma (MW-3) has stated that when a tender is accepted, the contractor gives his own assessment about materials to be required which is examined by him and thereafter he issues requisition slip for supply of materials and once materials are issued they are kept in the custody of the contractor. He has also stated that minor repair work in respect of tubs are done by the company in its own workshop but major repair works are always entrusted to the contractors and the company does not manufacture tubs and therefore the work of manufacturing tubs is always done by the company through contractors. He has stated that there are lathe machine, drilling machine, welding machine, and gas machine in the company's workshop. He does not remember to have ever visited the workshop of the contractors.

32. As already stated above some documents have also been exhibited on behalf of the workmen. Ext. W-1 is a letter dated 14-6-79 addressed by the Manager of Sijua colliery to Padum Mistry, contractor, asking him to take up the job of making diamond crossing for 2 Pit Bhelatard, and advising him to contact Asstt. Manager, 15 Bottom Seam to get the material for the job. Exts. W-2 to W-2(k) are gate passes issued by the Colliery Engineer of Sijua colliery to Padum Mistry which have been proved by Subhas Mistry (WW-1) as gate passes issued for getting materials from the store. Exts. W-3 to W-3(g) are material requisition forms issued under the signature of the Manager, Sijua colliery some in the name of the contractor, Barhan Mistry, and some in the name of the contractor Padum Mistry for getting materials from the store. Exts. W-4 is the original bill and Ext. W-4(a) is duplicate bill submitted by the contractor, Padum Mistry, to the company, which are not itemwise but according to the number of mazdoors employed for doing those items

of work, for example, in Ext. W-4 dated 9-10-79 the bill is for Rs. 297.60 for 16 bazree of Cat. IV mazdoors at the rate of Rs. 12.75 on account of wages and Rs. 5.85 on account of D.A., total Rs. 18.60, per mazdoor per day for making doors, windows and gate for 5 Pit.

33. On behalf of the management the documents exhibited are office copies of the work orders (Exts. M to M-14) issued by the Manager of the Sijua Colliery to the proprietors of Vishwakarma Engineering Workshop and Shuma Engineering Workshop for arranging to repair 40.5 cft. coal-tubs at the approved rate of Sijua colliery.

34. From the pleadings of the parties and the evidence adduced by them it would, thus, appear that there is a vital difference between them regarding the very existence of Sharma Engineering Workshop of Barhan Mistry and Vishwakarma Engineering Workshop of Padum Mistry outside the colliery premises or any manufacturing or repairing work of coal tubs or other items being carried on by them in their said workshops with their own machines and tools. The workmen are very categorical that there is no such Sharma Engineering Workshop of the contractor Barhan Mistry or Vishwakarma Engineering Workshop of the contractor Padum Mistry nor any manufacturing or repairing work is carried on there and the repairing and manufacturing work of coal-tubs is done by them in the workshop of the company under those contractors. On the other hand, the company is also categorical that these two workshops of those two contractors do exist outside the colliery premises and they repair and manufacture coal tubs of the company in their those workshops with their own tools and machines after obtaining work orders from the company. In the light of the local inspection note of my learned predecessor which I have already summarised above, I am, however, inclined to accept the case and evidence of the workmen that no such workshops belonging to the contractors exist at the spot which could repair and manufacture 40.5 cft. coal-tubs as the two workshops which were pointed out at the spot were simply found to be some open spaces having no boundary, fences or shed or name plate and there were also no machineries or tools worth the name there to give them a look of an engineering workshop, whereas there is a fullfledged engineering workshop of the company in which, as deposed to by K. N. P. Verma (MW-3), an engineer of the workshop, lathe machine, drilling machine, welding machine and gas machine are fitted, none of which was found at those open spaces which were pointed out as Sharma Engineering Workshop and Vishwakarma Engineering Workshop. K. N. P. Verma has no doubt stated that minor repair work in respect of tubs are done by the company in its own workshop but major repair works are always entrusted to the contractors and the company does not manufacture tubs and therefore the work of manufacturing tubs is always done by the company through contractors. But I am not inclined to accept his said evidence for the simple reason that it is unbelievable that the company with a fullfledged workshop of its own having lathe machine, drilling machine, welding machine and gas machine fitted in it will do only minor repairing work of tubs in the said workshop and entrust the major repairing work of tubs as well as manufacturing of tubs to the contractors to be done in their aforesaid two workshops having no such machinery nor having any tool worth the name. This also further becomes unbelievable in view of the evidence of the contractor Barhan Mistry (MW-1) that steel-doors are also manufactured in his workshop and the evidence of contractor Padum Mistry (MW-2) that at times he manufacture crossing, cages and trrollers though their workshops are admittedly not equipped with those machineries which are, in the company's workshop, nor any such machinery was found by my learned predecessor on local inspection of the alleged two workshops of the two contractors which were practically nothing but open vacant spaces. That those alleged workshops of the two contractors are fictitious would appear from the evidence of Barhan Mistry (MW-1) and Padum Mistry (MW-2), who have stated in their cross-examination that they do not maintain any regular register for the workmen employed in their workshop to mark attendance or for payment of wages and, in fact, they do not maintain any regular account for their workshops.

35. In view of my aforesaid finding that there is no Sharma Engineering Workshop or Vishwakarma Engineering Workshop at the spot belonging to the two contractors, Barhan Mistry and Padum Mistry, the case and evidence of the company that tubs are repaired and manufactured by those

contractors in their own workshops with their own tools must, therefore, necessarily be disbelieved, and the case and evidence of the workmen that they manufacture and repair tubs in the workshop of the company under the two contractors must necessarily be believed, as the company's workshop is the only workshop situate there which could do these jobs.

36. The position which, therefore, emerges from the evidence on the record is that Barhan Mistry and Padum Mistry who are ex-employees of the company's colliery, are getting certain repairing and manufacturing work of coal tubs done at the approved rates of the company in the workshop of the company and with the materials including coal and electricity supplied by the company by appointing workers whom they pay lower rates of wages, a blocksmith being paid a daily wage of Rs. 6.50 only and a hammerman being paid a daily wage of Rs. 6 only, though the contractors themselves charge higher rates from the company, and the difference becomes their profit or commission. In such a situation the question for consideration is whether the workmen employed by those contractors who work in the workshop of the company to repair and manufacture coal tubs, which are necessary for keeping the colliery working, can be treated as the employees of the company. In my opinion the present case is very much akin to the two Supreme Court cases reported in 3 SCLJ 1557 and 1978 Lab. I.C. 1264 (*supra*) which I have already discussed above, and which I need not repeat, and relying on those two Supreme Court cases I hold that the workmen employed by the contractors to work in the company's premises are the employees of the company because in the present case also as in the case reported in 1978 Lab. I.C. 1264, the work done by these workmen is an integral part of the company's coal industry, the raw materials including coal and electricity are supplied by the company; the factory premises belong to the company; the equipment and machineries used also belong to the company; the finished products are taken by the company for its own trade and defective articles are directed by the company to be rectified the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit of the company, and the company has economic control over the workers' subsistence and employment if the company, for any reason, chokes off, the workers are virtually laid off, and as in the case reported in 3 SCLJ 1557, the two contractors are ex-employees of the company and the contract with the so-called contractors is also one sided in that the company can at its choice supply the raw materials, or refuse to do so, the so-called contractors having no right to insist upon the supply of raw materials to them. In such concatenation of circumstances, the presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contructu or the absence of direct relationship of the workmen with the company is of consequence when, on lifting the veil or looking at the conspectus of factors governing employment, the naked truth, though draped in different paper arrangement, is discerned that the real employer is the company, not the immediate contractors.

37. That takes us to another question as to who were the workmen employed by the two contractors to work in the company's workshop in August, 1980 when this reference was made. On this point there is no reliable evidence adduced on behalf of the workmen. As already stated above none of the 11 workmen named under the heading "Sharma Engineering Workshop-Barhan Mistry : Contractor" of Annexure 'A' to the order of reference has come forward to examine himself in the witness box to press his claim, and out of the 15 workmen named under the heading "Vishwakarma Engineering Workshop—Padum Mistry : Contractor" only two have been examined, namely, Subhas Mistry (MW-1) and Madan Singh (WW-2) who have made a general statement that all the concerned workmen have been working in the workshop of the company under the two contractors, but they too have also not stated as to who is working since when. An attendance register (Ext. W-5), said to have been maintained by Padum Mistry, has, no doubt, been exhibited in this case on behalf of the workmen but that to is from 9th July, 1977 to 14th July, 1979 which does not represent the state of affairs in August, 1980 when this reference was made. There are many names of workmen in the said attendance register such as Gupteswar, Rajender, Inderdeo, Kallash Miara, Surajdeo Yadav and many others (See Attendance Register dated 4th February, 1978) who are not the concerned workmen in this case indicating that

though they were once working under the contractor Padum Mistry they ceased to work under him in the year 1980. On the other hand in the attendance register of the said date the names of the concerned workmen Mohan Mistry, Durga Mistry, Madan Singh, Ganga Mistry, Kameswar Mistry, Bajrangi Singh and Sambhu Yadav do not appear. Similar is the case in respect of attendance register dated 14th July, 1979 in which the names of Dudhnath Singh, Lagan Khatic and Ranuhal Mistry appear who are not the concerned workmen and the names of the concerned workmen Kameswar Mistry and Bajrangi Mistry do not appear. In the circumstances the said attendance register can be of no assistance in determining as to who were the workmen working under those contractors in the workshop of the company in the year 1980 when this reference was made. In the absence of any reliable evidence on this point adduced on behalf of the workmen, there is no other alternative but to go by the admission of the two contractors Barhan Mistry (MW-1) and Padum Mistry (MW-2) examined on behalf of the company. Barhan Mistry (MW-1) has stated that out of the 11 workmen named in Annexure 'A' to the order of reference under "Sharma Engineering Workshop—Barhan Mistry—contractor", only Nago Vishwakarma, Tulsi Rawani and Pritam are working till now, and of the others names in the said list, Chotan Vishwakarma, Sundra Mistry, Balak Mistry, Anil Kumar and Abdul Mia were working for sometime but they had ceased to work, and the remaining workmen named in the list never worked under him. Similarly Padum Mistry (MW-2) has deposed that out of the workmen named in Annexure 'A' to the order of reference under the heading "Vishwakarma Engineering Workshop—Padum Mistry—Contractor" only Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry are still working and Subhas Mistry, Nandlal Mistry, Baban Mistry, Madan Singh, Ganga Mistry and Kameswar Mistry had worked for sometime but they are not working at present, and rest of the workmen named in the said list never worked under him and he does not know them. Therefore, the benefit or regularisation of service can be given only to Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry who are still working and not to others who had either worked in the past but had left it or who never worked under the contractors in the workshop of the company.

38. But in the absence of any evidence to show as to from what date Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry had commenced working, ends of justice will be met if they are allowed the benefit of regularisation from the date this award becomes effective.

39. Accordingly, the services of Nago Vishwakarma, Tulsi Rawani, Pritam, Sitaram Mistry, Sudheswar Mistry and Ganesh Mistry are regularised from the date this award becomes effective from which date they would be entitled to be treated as permanent workmen of the company and will be entitled to wages as admissible to them under NCWA-II and their seniority will also count from that date. So far as the other workmen named in Annexure 'A' to the reference are concerned, the reference is answered in the negative, and it is held that they are not entitled to any relief whatsoever.

40. The reference is answered accordingly. In the circumstances there will be no order for cost.

MANORANJAN PRASAD, Presiding Officer
[L-20012(150)/80-D.III(A)]
A.V.S. SARMA, Desk Officer.

New Delhi, the 25th November, 1982

S.O. 4115.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on the 17th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/27 of 1982

PARTIES :

Employers in relation to the management of Mormugao Port Trust

AND

Their workmen.

APPEARANCES :

For the Employers—Shri A. B. Gadgil, Deputy Secretary.

For the workmen—1. Shri S. K. Shetye, General Secretary, A.I.P. & D. Workers Federation 2. Shri V. K. Redkar, General Secretary Mormugao Port and Dock (Non-Ministerial) Workers' Union.

INDUSTRY : Port & Docks STATE : Goa Daman & Diu

Bombay, the 2nd November, 1982

AWARD

By their order No. I- 36011/7/81-D. IV (A) dated 3-5-1982 the Central Government have referred the following dispute for adjudication under Section 10 (1) (d) of the Industrial Disputes Act, 1947:—

Whether the action of the Mormugao Port Trust Administration in refusing to pay the relieving overtime to the workmen of Mechanical Ore Handling Plant, for the period from 1-8-1981 to 31-8-1981 is justified? If not, to what relief are the concerned workmen entitled?"

2. The whole dispute revolves on the interpretation of the settlement arrived at between the Mormugao port & Dock (Non-Ministerial) workmen' Union, who is also espousing the cause of the workmen and the Management of the Mormugao Port Trust whereby it was agreed in clause 3 of the settlement as follows:—

"The authorities of Mormugao Port Trust agree to increase the Relieving Overtime from 1/2 hour to 1 hour w.e. f. 12-10-1980 when working in normal shift to ensure continuous operation without break either for lunch or for shift changing, as prevailing in Madras Port Trust. The arrears payable in this regard for the period from 12-10-1980 to 28-2-1981 From March, 1981 onwards the Relieving Overtime will be paid on or before 31-3-1981. From March, 1981 onwards the Relieving Overtime will be paid along with the wages for each Calendar month. In view of the above the Union agreed not to press their demand on Reporting Allowance @ Rs. 10/- per ship, for the present."

3. Now it so happened that by notice dated 31-7-1981 the Chief Mechanical Engineer notified that on completion of loading of "m.w. Stove Transport" the M.O.H.P. that is the Plant where the workmen are working will be shut down for maintenance for a few weeks and detailed programme will be made by the respective officers since there will be no operation of the plant, the staff posted in the shift were instructed not to wait to be relieved. It was further notified that in case, anyone is required to stay on will be relieved or in order to continue to work on overtime, instructions will be issued to individuals concerned. By another notification dated 16-9-1981 the earlier notification was superseded and the MOHP was to start working from the dates stated in the notification. The dispute relates to the period when the plant was notified to be shut down for maintenance. It is the contention of the Union that since the overtime was agreed to be paid for one hour under the terms of settlement, even during the relevant period overtime has to be paid and its denial amounts to wrongful one, against which the case of the management is that since the working of the plant which is a continuous operation was stopped and since the plant was shut down for the purpose of maintenance not requiring minute to minute attention of the workmen, the overtime as agreed to be paid during the operation, need not be paid and hence the withdrawal for the short period.

4. On the above pleading the following issues arise for determination and my findings thereon are :—

ISSUES	FINDINGS
1. Was it incumbent on the employees in the employment of Mormugao Port Trust Administration to wait till being relieved by their co-workers at the time of shut change or recess?	No
1A. Whether workmen in M.O.H. Plant are entitle to overtime wages for one hour, even when the plant is not operated? Has it become a condition of service?	Yes
2. Whether the management specifically informed these workmen that as soon as their duty period ended they were this to go home without waiting for being relieved	Yes
3. Was it valid and legal?	Yes
4. If the answer on issue No. 2 is in the affirmative whether these workmen are entitled to claim overtime wages during the period from 1-8-1981 to 31-8-1981?	No
5. Whether the claim is justified?	No
6. If not are these workmen entitled to any relief?	No

REASONS

5. The plain reading of the terms of settlement substantiate the case of the management. It is further supported by the evidence of Plant Manager whose evidence is at Ex. 8/M whereby he is speaking that when the plant is not in operation constant attention is not necessary. It is really immaterial whether the workmen are permitted to leave the plant premises or not. If their constant attention is not necessary then whether by rotation they take lunch in the canteen or lunch in the plant itself would not make many difference because what shall highlight the case of the workmen is the constant attention and the resultant necessity of waiting near the machine either till the arrival of the reliever or the arrival of somebody else for relieving for lunch break. As soon as the factor of constant attention is absent which is evident when the plant is shut down what is stated by Shri Nadkarni and what is also evident from the very clause of settlement itself, the very need of paying built-in-overtime would disappear and in that case even the settlement which can be said to have become part of the condition of service is not going to help the case of workmen.

5. It was tried to be urged that at Madras even in such closure period overtime is paid. Unfortunately there is nothing on record which would justify the comparison and therefore the grant of relieving overtime. Had there been any evidence from which such inference was possible the finding would have been different. Furthermore Shri Nadkarni has stated that the condition at Madras are different than those prevailing at Mormugao. In the absence of material contra to what is stated by the witness there is no reason to disbelieve his evidence.

6. The result is that when there is, no constant attention necessary for which notification is issued and for which attention of the workmen has been drawn, in my view, the clause in the settlement, would not permit the workmen to claim what is known as relieving overtime, as such the claim cannot be said to be justified. Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-36011(7)/81-D.IV(A)]

Dt. 25-11-82

S.O. 4116.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management

of Calcutta Port Trust (Haldia Dock Complex), and their workmen, which was received by the Central Government on the 17th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

Reference No. 88 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust (Haldia Dock Complex).

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Sharma—Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. Indranil Mukherjee, Junior Assistant Manager (IR).

On behalf of Workmen—Mr. Paresh Bose, Asstt. Secretary with Mr. K. Banerjee, Assistant Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port & Dock

AWARD

By Order No. L-32011/11/80-D.IV(A) dated 6 November 1980 the Government of India, Ministry of Labour referred the following industrial dispute for adjudication to this Tribunal :

"Whether the management in relation to Calcutta Port Trust (Haldia Dock Complex) are justified in denying the payment of extra 25 per cent consolidated overtime allowance and free provision to the crew attached to launches 'Mahua', 'Mandar' and 'Ketaki', and shore crew posted at Haldia from Calcutta, with effect from 26th February, 1977 ? If not, to what relief are the concerned workmen entitled ?"

2. From the terms of reference it is obvious that the launch crew and the shore crew have been posted at Haldia from Calcutta establishment of Calcutta Port Trust (briefly, CPT) and they have been denied extra 25 per cent consolidated overtime and free provisions. The shore crew comprise those who are engaged as shore crew of the Marine Operations Division, Haldia Dock Complex. The Launch crew are those who man the three Haldia based launches, namely, Mahua, Mandar and Ketaki. The question is whether the denial by the management is justified. The management contends that three launches, namely Mahua, Mandar and Ketaki are Haldia based (a fact disputed by the workmen) and as per tripartite settlement dated 13 January 1977 arrived at before the Assistant Labour Commissioner (Central), Calcutta the management is not bound to pay the Overtime or provide the provision as demanded by the crews.

3. In my opinion the stand taken by the management is not correct. Overtime is paid or provision is supplied to man and not to vessel. The launch crew and shore crew in the present case were admittedly transferred in February 1977 from Calcutta and posted at Haldia Dock Complex with lien on their service at Calcutta and hence, I think, they should be treated as Calcutta based staff and, therefore, they would be entitled from the date of transfer onwards to 25 per cent extra consolidated overtime in addition to 55 per cent consolidated overtime allowance (25 plus 55—80 per cent) which they are paid when at Calcutta and they will also be entitled to free provisions or cash allowance (@Rs. 7.50 each per day) in lieu thereof because of their posting at Haldia as per existing practice. The management argues that the settlement dated 13 January 1977 has no relevance to the Launch crew and the shore crew of Halida, that these crews have ceased to be Calcutta staff being now under the Manager, Marine Operations, Halida and that the said settlement is applicable only to crews of vessels of Calcutta establishment of CPT required to operate beyond Budge-Budge. It is an admitted fact that the concerned workman had been posted at Haldia with effect from 26 February 1977 with lien on their service at Calcutta. This fact has not been controverted

in the written statement of the management. Their parent post therefore remains at Calcutta because that is the implication of the word 'lien'. This is a strong circumstance to indicate that they should be treated as Calcutta based staff. Haldia Dock Complex although a separate establishment, is admittedly under the complete control and management of the C.P.T. According to the workman the launch crew and the shore crew who are concerned in this case are Calcutta based and as per tripartite settlement dated 13 January 1977, which provides that the concerned launch crew and the shore crew transferred from Calcutta to Haldia from February 1977 will be entitled to 25 per cent additional overtime allowance and free provisions or cash value equivalent to free provisions from the date of their transfers, they are entitled to the same. The management submits that the concerned crew should be treated as Haldia based. According to the management the shore crew of Marindo Operations Division were the surplus crew of Calcutta establishment and therefore in terms of the discussions held on 17 June 1976 between the management and the representatives of C.P.S.U. before the Labour Minister of West Bengal (as per request of the Union) it was decided to adjust these surplus men at Haldia and, therefore, there is no question of their being continued to be treated as Calcutta based. Further more, it is said that prior to physically transferring these persons to Haldia to act under the Manager (MO) of Haldia Dock Complex several discussions were held with the Union and in consultation with the union the nomenclatures of these crews were changed as to avoid future complications, if any. The management further says that the Launch crew of Marine Operations Division of Haldia Dock Complex had also been posted in Haldia through several discussions with the union, and the Union had agreed to accept the above system.

4. In my opinion, merely because some of the crews were thought to be surplus and were sent to Haldia is not a sufficient ground to hold that they are Haldia based when admittedly they have lien on their service at Calcutta. The management reads the agreement dated 13 January 1977 (Annexure 7 to the written statement of the management) in the following manner

the control of Director of Marine Department under the control of Director of Marine Department and Chief Mechanical Engineer and operating within the port limit when deployed for work beyond Budge-Budge including work at Haldia shall be paid in addition to the consolidated overtime of 55 per cent of gross wages 25 per cent additional consolidated overtime allowance on Gross Wages or two hours fixed overtime and two hours fixed recess per day. The special allowance equal to 25 per cent of gross wages would consist of basic pay, Dearness Allowance, Additional Dearness Allowance and City compensatory allowance. It was also agreed that payment of special allowance @25 per cent of gross wages would be made on pro-rata basis for the period of deployment of crew beyond Budge-Budge including work at Haldia. It was further agreed that the crew of the vessels and crafts on their deployment beyond the port limit including the work at Haldia would be paid Rs. 5.50 per diem in lieu of supply of free provision including rationed commodities/meat and fish etc."

After considering the submissions of the parties I am of the opinion that the concerned crews should be treated as Calcutta based and as such their claim must be held to be genuine. Assuming, however, for the sake of argument that the issue as to whether they are Calcutta based or Haldia based is not easy to answer, the fact being that they are posted Haldia but they have lien at Calcutta, the benefit of doubt should go to the weather section, namely, the workmen. The contention of the management, therefore, has no force.

5. Before I part with this case I would like to mention that the parties have filed a number of documents showing that several disputes arose between the parties earlier also and that there were several discussions between them. But in the view which I have expressed above I do not think it necessary to refer or discuss those documents. The only issue in this case is whether the concerned crew are Haldia based or Calcutta based. I have already discussed this question. I would not, therefore, discuss any other document in the circumstances of this case as they are not necessary for the decision in the instant case.

6. In the result, I hold that the management in relation to the Calcutta Port Trust (Haldia Dock Complex) are not justified in denying the payment of extra 25 per cent consolidated overtime allowance and free provisions to the crews attached to launches Mahua, Mandar and Ketaki and shore crew posted at Haldia from Calcutta with effect from 26 February 1977. In my opinion the concerned crews are entitled to the following relief they should be paid extra 25 per cent consolidated overtime allowance and free provision for the period from 26 February 1977 to 31 March 1978 and from August 1979 till date and onwards as prayed for.

This is my award.

Dated, Calcutta,
The 4th November, 1982.

M. P. SINGH, Presiding Officer.
[No. L-320(11)/80-D.IV(A)]

S.O. 4117.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 17th November, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 13 of 1979

PARTIES :

Employer in relation to the management of Calcutta Port Trust, Calcutta

AND
Their workmen

APPEARANCES :

On behalf of Employers—Mr. D. K. Mukherjee, Industrial Relations Officer.

On behalf of Workmen—Mr. D. L. Sen Gupta, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Port & Dock

AWARD

The following dispute was sent to this Tribunal for adjudication by the Government of India, Ministry of Labour, under Order No. L-32011(9)/78-D.IV(A) dated 5th March 1979;

"Whether the management in relation to Calcutta Port Trust, Calcutta are justified in refusing the scale of pay of Motor Driver to Saravashri Abdul Rahim, Dayal Singh, P. Halder, Ram Deo Pd., Garori Pd., Ram Nath Singh, Abdul Majir and Bakridu, Security Guards under Vigilance and Security Department, from 1969 onwards? If not, to what relief are the concerned workmen entitled?"

2. In my opinion the reference has to be answered in the affirmative and if so no relief can be granted to the concerned workmen. Admittedly the concerned workmen were appointed and posted as Security Guards and still they are Security Guards. Security Guards are employed under the Security Establishment under the Vigilance and Security Adviser. This establishment is one of the several establishments of the "Secretary's Department" of the Calcutta Port Trust (CPT). The concerned workmen were never appointed or posted as motor drivers, though they have done the work of motor driving for long. In fact there is no post of motor driver in this establishment. The pay scale of the Security Guard in the year 1969 was Rs. 100-130 which was revised to Rs. 330-426 with effect from 1-1-1974. This Security

department is quite separate and distinct from the Central Transport Section under the Chief Mechanical Engineer (CME). Motor drivers are employed in Central Transport Section under the CME. Vehicles required in other departments are supplied from there along with drivers. The post of drivers are in the Central Transport section. The pay scale of motor driver in 1969 was Rs. 150-225 which was also revised to Rs. 425-660 with effect from 1-1-1974.

3. It seems that some of the security guards held driving licence and they were allowed to drive the motor vehicles under the Security department with the permission of the Vigilance & Security Officer for giving experience with the remote prospect for being adjusted as motor drivers in the Central Transport Section in the department of CME. For this work they got extra pay (in addition to their own pay), the same being the wage difference between the minimum pay of the driver of the Central Transport Section and the pay of the security guard of the Security department. Some such security guards (Balaram Kundu, Susil Kr. Adak, Mahabir Rajbanshi and Sylvana Kundu) were in fact absorbed as motor drivers in the Central Transport Section under CME after appearing in the test conducted for filling the post of drivers. Out of the concerned workmen of this case Dayal Singh has already been adjusted and Bakridu has retired from service with effect from 24 April 1978. That method of recruitment still continues. There is no question of promotion as no post of driver exists in the security establishment. There is, therefore, no promotional channel. It is only a question of adjustment in due course if and when occasion arises for filling up the vacant post of a driver in the CME department.

4. From the facts of this it is quite clear that only adjustment is made in the sense that security guards who have been driving motor vehicles as motor drivers are absorbed in the vacancies of drivers in the department of CME. According to evidence, oral and documentary which is on record, it is apparent that it is merely a question of adjustment. WW-1 Sri Pares Bose himself deposed in-chief that he made representations to the management for adjusting the security guards as drivers. He says "I wanted them to be adjusted as drivers and consequently adjustment in the scale of pay of drivers." There are several letters collectively marked Exhibit W-3 which also go to prove that the workmen themselves wanted to be adjusted and absorbed as motor drivers Ext. W-3 dated 30 April 1973, another letter dated 14 January 1974, another letter dated 24 April 1974, another letter dated 15 November 1974 and another letter dated 10 May 1976 (all collectively marked Ext. W-3) all indicate that the workmen wanted the creation of regular posts and to be absorbed as motor drivers. It is not the case of the workmen that they were ever appointed or posted as motor drivers. The peculiar feature of the present case is that the concerned security guards want to get the scale of pay with all service benefits attached thereto including the annual increment of motor drivers as of right without ever being appointed and posted as motor drivers, simply because they have been allowed by the administration to drive motor vehicles in the Security section for purpose of obtaining training and to acquire experience. This is not permissible in law or equity. Scale of pay is always attached to a post and it is filled only in respect of those persons who held that post.

5. Sri Sen Gupta, appearing for the workmen, contended that it is not open to the management to retain the services of the drivers only during the time when they require them and to order them to relinquish their duties as driver and to go back to perform their out-door duties as security guards whenever they desire (evidence of MW-1B). Sen Gupta has been referred to in this connection. In my opinion this contention has no merit. Whenever there will be want of required number of vehicles in the security department the security guards who are licensed drivers will have to be sent back to do the duties of security guards because that is their substantive post. They are reverted not because of any stigma or misconduct or any fault of their own and by way of penalty but simply because there are not sufficient number of vehicles. Their chance of future adjustment in the vacancies of the post of motor drivers in the department of CME is not at all affected by the reversion. The facts of this case clearly show that there cannot be a continuous duty of motor drivers in the security department. It depends upon the availability of required number of vehicles. The security guards can get only allowance as and when they are required to drive the

vehicles. They cannot claim to be full fledged drivers as if they have been appointed and posted as such. The contention thus fails.

6. Sri Sen Gupta next submitted that the workmen have been making a series of representations to the CPT right from the year 1970 demanding redress of their grievances but the management has not given them any relief although it had assured sympathetic consideration. The management denies that they have ever assured sympathetic consideration. This argument also is of no assistance to the concerned workmen for the simple reason that they have no right to the scale of pay of motor drivers. I have already said that they are not motor vehicles although they drive motor vehicles. I have used the word "motor-driver" here in the sense of having been appointed and posted as such. Making a series of representations cannot give them any right to the scale of pay of motor driver.

7. Sri Sen Gupta next argued that the Wage Board had fixed the scale of pay irrespective of any post as sanctioned and it cannot vary from department to department. He submits that the act of the management in not giving the scale of pay motor drivers, i.e. to the concerned security guards is not fair. In my opinion the argument is not impressive. Admittedly the pay scale of security guard is quite different from the pay scale of the motor driver and they cannot be entitled to the same scale of pay. The argument thus has no force.

8. Mr. Mukherjee appearing for the management argued that this reference is confined only to the scale of pay and not any other service benefits like dearness allowance, House rent allowance, City Compensatory allowance, holiday allowance, overtime, increment, etc. and that the workmen are not entitled to argue that they are also entitled to other service benefits. Sri Sen Gupta submits that under Sec. 10(4) of the Industrial Disputes Act the Industrial Tribunal can consider incidental matters also. I think that it is wholly unnecessary to enter into a discussion on this aspect of the matter because of the view which I have expressed above. When the concerned workmen are not entitled to scales of pay of driver, no question arises to give any other benefit.

9. Sri Sen Gupta next urged that this Industrial Tribunal has power to create post and in view of the fact that the concerned workmen have been driving motor vehicles from 1969 and 1971 regular posts should be ordered to be created. In my opinion, it can never be proper for the Industrial Tribunal to pass such an order. It will create chaos in the administration. The point has no force.

10. Before I part with this case I would like to mention that it is not necessary to refer to other evidence, oral or documentary.

11. In the result, I hold that the management in relation to the Calcutta Port Trust, Calcutta are justified in refusing the scale of pay of motor driver to Sarvashree Abdul Rahim, Dayal Singh, P. Haldar, Ram Deo Pd., Gerori Pd., Ram Nath Singh, Abdul Majid and Bakridu, Security Guards, under Vigilance and Security Department from 1969 onwards. The workmen are therefore not entitled to any relief.

Dated, Calcutta,

The 6th November, 1982.

[No. L-32011(9)/78-D.IV(A)]
M. P. SINGH, Presiding Officer.

New Delhi, the 2nd December, 1982

S.O. 4118.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Mormugao Port Trust, Goa and their workmen, which was received by the Central Government on the 18th November, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 2, BOMBAY

Reference No CGIT-2/18 of 1981

PARTIES.

Employers in relation to the Management of Mormugao Port Trust, Goa

AND

Their workmen

APPEARANCES :

For the Employers--Shri A. B. Gadgil, Dy. Secretary.

For the workmen—1. Shri S. K. Shetye, General Secretary, A.I.P.&DW Federation, 2. Shri V. K. Redkar, General Secretary, MP&D (Non-Ministerial) Workers' Union.

INDUSTRY : Port & Docks STATE : Goa Daman & Diu

Bombay, dated the 2nd November, 1982

AWARD

(Dictated in the open Court)

By their order No. I-36011/7/80-D.IV(A) dated 13-8-1981 the Central Government have referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the management of Mormugao Port Trust are justified in not granting the scale of pay of Rs. 425-11-436-EB-13-540-EB-18-660 of Skilled category to the Pump Operators working in Mechanical Engineering Department of the Port Trust? If not, to what relief are the concerned workmen entitled?"

2. To substantiate the demand of the Union who is espousing case of the workmen, the Mormugao Port and Dock (Non-Ministerial) Workers' Union has filed statement of claims at Ex. 2/W whereby it is contended that the Pump Operators on whose behalf the present dispute has been raised work under the supervision of the Electrical Engineer and under the direct control of Chief Mechanical Engineer, Mormugao Port Trust. It is contended that in all 19 Pump sets are fitted at various locations for supplying water to Mormugao Port Trust premises, including Bungalows, officers' staff colonies etc, to which supply of water is drawn from two points, one is from the Government main line and other one from the wells those coming under the jurisdiction of the Port Trust. The Union contends that the pump operated by the Fitters of Civil Engineering Department and by the Pump Operators working under the Chief Mechanical Engineer, Mormugao Port Trust whereby out of 19 pump sets 12 pump sets coming under the jurisdiction of the Chief Mechanical Engineer, M.P.T. while the remaining 7 fall under the control of the Chief Engineer, Civil Engineering Department.

3. While narrating the duties of the Pump Operators operation is stated to be all round the shifts of 24 hours. The Union states that these Pump Operators carry out the regular maintenance, in case of failure of Pump sets due to air-lock, working-out of gland packing, tripping of feeders due to overload; they are also required to undertake regular greasing and cleaning of pump sets. It is complained that though the nature of duties of the Pump Operators and those in the Civil Engineering Department is one and the same the Pump Operators are placed in the grade 350-470 namely in the category of semi-skilled whereas the fitters are placed in the grade of Rs. 425-660, skilled grade. It is therefore urged that fixation of different scales of pay for the same type of work has resulted in enormity despite similar duties and responsibilities. The Union further contends that the promotions of Pump Operators are from the category of Assistant Wireman which fact itself according to the Union focuses the injustice being done to them. It is

alleged that despite having the matter referred to the Conciliation Officer, since conciliation could not be arrived at ultimately this has resulted in the present order of reference.

4. In reply to this statement of claim we have got the written statement of the management at Ex. 3/M whereby they have denied the demand advanced on behalf of the Pump Operators. It is alleged that the scale of Rs. 350-470 granted to the Pump Operators was in accordance with the recommendations of the Wage Revision Committee as approved by the Ministry of Shipping and Transport, Government of India. Regarding the two different scales for the same type of work it is the contention of the management that the staff operating the sewage plant is required to attend to the maintenance and general repairs of the plant and hence are included in the skilled category while there is no post equivalent to Pump Operators in the Civil Engineering Department. In the said department it is further urged the work of starting and switching of the Pump and regulating supply of water is undertaken by the Khalases of Civil Engineer Department whose scale of pay is Rs. 325-415 against which scale the pump operator, in Power House, Mechanical Engineering Department is higher in the scale of Rs. 350-470. The management then contends that these posts of pump operators were created for giving promotional opportunities to the unqualified Khalases with long experience. It is also contended that the requirement of Wiremen's permit is not applicable in case of promotees and that the said permits have no significance in the case of promotion. Lastly it is urged that the job of pump operator is not at all skilled and therefore the demand for higher scale cannot be said to be justified.

5. On the strength of these pleadings the following issues arise for consideration and my findings thereon are :—

ISSUES	FINDINGS
1. Whether the Pump Operators serving under the Mech. Engineer belong to skilled category?	No
2. Whether the work of Pump Operators under Chief Mech. Engineer and that performed by the Fitters in Civil Engineering Department is identical in nature?	No
3. Are the Pump Operators working in Mech. Engineering Department entitled to the scale of wages as claimed?	No
4. If not, are they entitled to any other relief?	No

REASONS

6. As is evident from the pleadings, in order to justify the demand for higher scale, what the Union is trying to plead is that the work of the Pump Operator is of the same type as that of the Fitters in Civil Engineering Department and it is therefore urged that since the fitters are drawing more salary, and since similar work is undertaken by the Pump Operators placed in the Chief Mechanical Engineer's Department, the rule of equal pay for equal work should prevail. What is therefore to be seen is whether the Fitters in the Civil Engineering Department are in fact carrying on the same type of duties as undertaken by the Pump Operators. If this fact is established then merely because the operators are placed in some other department they cannot be deprived of the benefits of the grade enjoyed by the Fitters. Against this if there is no proof on this point, then the case of the Union must fail. To substantiate their version the Union has examined Shri Sheikh Mohamed Ali and Shri Salla Khan Suleman Khan the two witnesses who are working as Pump Operators and therefore who can be said to have knowledge of the working done by them. Against this there is evidence of Assistant Engineer and the Executive Engineer cited by the management in order to establish the difference in duties of fitters in Civil Engineering Department. There is also a third witness cited by the Union of Shri V. R. Redkar who is serving in Traffic Department of the Mormugao Port Trust examined to prove the working in the Bombay Port Trust

7. The witness namely Sheikh Mohamed Ali in his evidence has narrated the nature of his duties namely (a) to operate the pump sets, (b) to record meter reading, (c) to replace the glazed sacking, (d) to remove air block, (e) to attend tripping of the feeder and (f) to carry out regular greasing and cleaning.

8. Even the second witness Shri Sallakhan Sulemankhan has stated the same thing and it is the contention of these witnesses that similar pump sets are being operated by the Fitters who admittedly are placed in the skilled category. That these fitters are drawing more salary is also an admitted fact. However, in the cross-examination of Shri Sheikh Ali the management has brought on record the difference in the work of a Fitter and the pump operator. The first witness admits that it is a fact that filters in the Civil Engineering Department lay down pipes and perform other plumbing jobs which the pump operators are not expected to do. The very premise therefore on which the case of the Union stands, namely equal pay for equal work gets a blow or a goby by this admission. Furthermore Shri Salla Khan Sulemankhan has also admitted in the cross-examination that he was required to put on the fuse, replace the gland packing and grease the motors, but if there is any more complication then the help of a Fitter is asked for. From this admission it is evident that these pump operators were performing simple type of duty and as soon as the work becomes of a complicated nature, outside help is called for.

9. The admission of the first Union witness regarding the difference in the nature of duties in the case of pump Operators and Fitters is further strengthened by the evidence of the management's witness Shri Gaunkar who is serving as an Assistant Engineer in the Civil Engineering Department and who says that the Fitters working under him perform the duties of maintenance of pipe lines, laying of pipe lines, fixing sanitary wares and repairs to the water supply fittings while the work of operating the pump in his department is done by the khalasis for whom there is no qualification specified. In the cross examination it is stated by the witness that if the motor goes out of order or the pumps, the fitters are not expected to carry out the work but merely informs the Chief Mechanical Engineer who depute somebody to get the repairs done. It is also stated that air locks in the pipes are removed by the Fitters while the air locks in the pump are removed by the khalasis in the Civil Engineering Department. The sum and substance of this evidence is that the very theory of the Union in support of their contention that the fitters in Civil Engineering Department who are placed in the skilled category are performing similar type of work as done by the pump operators stands unsubstantiated. Fitters in the Civil Engineering Department as evidence goes undertake additional and different type of duties than those of the pump Operators and as such the comparison in the two types of work cannot be possible.

10. Having noticed this discrepancy and lack of sufficient proof the Union decided to examine Shri Redkar who is in the service of the Traffic Department of the Mormugao port Trust and also the General Secretary of the Union in question. He says that he visited the Bombay Port Trust CME Department where he noticed that the post of pump Operator is treated as skilled category and that their work is similar to that of their counterpart in C.M.E. department, Mormugao Port Trust. It is further stated that the pumps at Bombay are of lesser Horse Power than those at Goa. Now really speaking if for equal work equal pay was to be relied upon, what was expected, as a sort of proof, of the Union, somebody from the Bombay Port Trust itself who could have the point which the Union wanted to establish. Had there been any evidence from somebody from the Bombay Port Trust about the facts tried to be stated by Shri Redkar, the information coming from the first hand knowledge would have been authentic. Shri Redkar has admitted that his base is the talk with the Leading and Charge man and had admitted that he possessed no duty list of the Pump Operators at Bombay and to suggest that he is interested in the present litigation, in the cross-examination it is admitted that the difference in working and pay structure in Bombay was not brought during the conciliation proceedings. It is therefore urged that his evidence cannot be said to be of disinterested witness, but apart from this when the working of the Bombay Port Trust was to be established for the purpose of comparison, what was expected was the first hand knowledge and since nobody of the Bombay Port Trust was cited merely because Shri Redkar says that the work of pump operators is of similar type, no conclusions can be based particularly when in the statement of claim we do not find any refer-

ence to the working at Bombay and therefore no opportunity to the other side to refute the said allegation. In the statement of claim as already stated the comparison was made of the working in Civil Engineering Department and the work of the Pump Operators in the Mechanical Engineering Department and nothing further and when the said comparison was found to be not workable because of the admissions of the witnesses in the cross-examination an attempt seems to have been made to cite Shri Redkar as a witness. Here again because he is not working at Bombay but he is working at Mormugao Port Trust his knowledge cannot be said to be authentic so as to note a findings one way or other.

11. Once it is held that the work of Pump Operators varies from the work of the Fitters, the only point remains to be determined is whether the work of the Pump Operators can be said to be of skilled type so that emoluments of skilled category can be ordered to be paid. Now the very nature of the duties narrated by the two Union witnesses in their respective evidence illustrates that the work is of simple type. At clause of affidavit of Shri S. S. Khan he has stated that they operate the Pump sets thereby meaning that they switch on and switch off the pump sets which does not require any special knowledge. Clause 3(b) he has stated they record the meter reading here again rudimentary knowledge of the meter can help in recording the reading. At clause (c) it is stated that they replace the gland packings, a fact denied by the management witness but assuming that they do undertake this work what is meant thereby is to remove joint of the pipes to replace the packing and re-join the same. This action I do not think requires any special knowledge but would require only physical strength. In Clause (d) it is stated that they are doing the work of removal of air-lock but it is common knowledge that for removal of the air from the pipes one has to operate the valve thereby obstruction to flow of liquid or water is removed. In Clause (e) it is stated that they attend to tripping of feeders but here again it is the common knowledge that is by virtue of overload the feeder trips, then to restart the button is to be pushed whereby the pump starts operating. It is stated in clause (f) that they carry out regular greasing and cleaning. Here again it is common knowledge, it cannot be said to be expertise work but ordinary work of grease putting and cleaning with the rags. The word skilled is nowhere defined and therefore we will have to refer to the dictionary meaning where it means requiring skill and experience. I have narrated the work undertaken by the Pump Operators, it is already pointed out requiring no repetition that the work is not such which would expect any skill, experience and knowledge from these pump operators who of course have risen from the Watchmen category.

12. My attention in this connection has been drawn to the recruitment rules for the post of Pump Operators which are on record and where the educational and other qualifications required for direct recruitment are stated to be Wiremen Permit of State Government or equivalent and about five years experience in operation, maintenance of pumps. It was urged on behalf of the Union that the very fact that the qualification of Wireman was necessary for holding the post of Pump Operator indicates that it is a skilled category and therefore the pay scale of Wiremen must be extended to the category of Pump Operators. No doubt that the Wiremen would be falling in the skilled category but merely because the educational and other qualifications of that category are laid down, would not necessarily go to term the pump operators also of the skilled category particularly when the evidence is something different, when the evidence is that invariably the posts of Pump Operators were filled in on promotion and lastly when the duties of the Pump Operators are different than those of Fitters in the Civil Engineering Department. Consequently when the comparison with the Fitter of the Civil Engineering Department is not possible, when there is no sufficient proof that the duties performed by the Pump Operators are identical to those placed in similar category at Bombay Port Trust and when the other material is lacking, no conclusion that the Pump Operators belong to the category deserving higher pay is possible, with the result the reference must fail.

Award accordingly.

No order as to costs.

Dated : 10-11-82.

M. A. DESHPANDE Presiding Officer
[No. L-36011/7/80 DIV(A)]
T. B. SITARAMAN, Desk Officer

New Delhi, the 26th November, 1982

S.O. 4119.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employees in relation to the management of Amritnagar Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 24th November, 1982.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No. 18 of 1980

PARTIES :

Employers in relation to the management of Amritnagar Colliery of Eastern Coalfields Limited

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. Nikhil Das, Advocate with Mr. S. P. Srivastava, Deputy Personnel Manager.

On behalf of workmen—Mr. D. L. Sen Gupta, Advocate, with Mr. S. Bhattacharya, Advocate.

STATE : West Bengal

INDUSTRY : Coal Mine.

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour by Order No. L-19012(37)/79-D.IV(B) dated 26-2-1980 :

"Whether the action of the management of Amritnagar Selected Colliery of Eastern Coalfields Limited, P.O. Raniganj, District Burdwan in refusing employment to Shri Ibrahim Mia Underground Loader with effect from 17th November, 1975 is justified. If not, to what relief is the concerned workman entitled?"

2. I think that the answer should be "yes". Ibrahim Mia an underground loader in the Amritnagar Selected Colliery went on 10 days' leave (from 22nd February, 1972 to 2nd March, 1972 (vide his leave application Ext. W-1) for his house work but did not turn up for more than three and half years. He reported at the colliery for the first time only on 17th November, 1975 to resume his duties. His case is that he fell ill which affected his mental balance and that he remained under medical treatment till he was cured in 1975. He has stated in his written statement as well as in his evidence before this Tribunal that he was reporting to the management through several letters about his illness but no reply was sent by the management. He denied that he had left service on 9th February, 1972 as recorded in B form register (Ext. M-1) of the erstwhile company M/s. Srinivasan & Sons. He filed here two medical certificates : one dated 2nd August 1975 (Ext. W-3) granted by Dr. Harihar Prasad Mondal of Patna and the other dated 15th November, 1975 (Ext. W-2) granted by the Medical Officer, Gobardhan Singh of State Dispensary Palgori (S.P.) but curiously enough not a single chit of paper of the period 1972, 1973 and 1974 and upto July, 1975 in proof of his illness has been filed. No prescription of any doctor and no cash memo of any shop showing purchase of any medicine has been filed. No doctor has been examined. No member of his family has been examined. The above two medical certificates were obtained in August and November, 1975 and in my opinion they could easily be obtained. Except the solitary evidence of Ibrahim Mia (WW-1) there is nothing during the long period for three and half years to prove his illness. In these circumstances I am not inclined to place any reliance on the two medical certificates Exhibits W and W-2.

3. WW-1 says in his written statement that he fell ill on 9-2-72 and took two days leave and as his illness was of complicated nature he went home on 10 days' leave but in the leave application he said that he went to his house for house work. I do not rely upon this witness.

4. Sri Sen Gupta appearing for the workmen argued that Ibrahim Mia has filed 10 postal receipts (collectively marked exhibit W-5) out of which six are in respect of applications sent by registered post in between the period 26 February, 1972 to 24 October 1974 and four were in respect of applications sent in 1973 and 1974 and these go to prove that the story of illness was true. In my opinion these receipts prove nothing. They can not be connected with any alleged application. No application is on record. The management says that no application was ever filed. The workman has not filed any copy of any application. No acknowledgement receipt has been filed either. So these postal receipts are of no value. In continuation of this submission Sri Sen Gupta said that the Government company had not filed the register of incoming letters and therefore adverse inference should be drawn against the company under Section 114 of the Evidence Act. The contention is not good. It is Ibrahim Mia who has put forward his story of illness. Onus to prove is on him. No adverse inference therefore can be drawn against the Government company.

5. Sri Sen Gupta next urged that entry No. 289 of the B form register (Ext. M-1) showing that Ibrahim Mia left service on 9th December, 1972 is forged and fabricated. He points out that this register was in the custody of the Welfare Department but no one from that department was brought by the management to prove the entry and that there was nothing to show under what authority, under what instruction and under what material the date 9-12-72 as being the date of termination of service was made. He submits that the said date may have been put subsequently by someone of the Government Company. In other words, his contention is that the entry regarding the termination of service on 9th December 1972 and word "left" in the remark column of that entry are not genuine. In my opinion the point has no force. There is no case in the written statement-cum-rejoinder filed by the workman that the entry is forged or fabricated. Mention of B form register was clearly made in written statement of the management but still the written statement of the workmen does not say that the entry was forged. This register belonged to the erstwhile company Messrs Srinivasan & Sons. MW-1 Himatsinha was working as a clerk in the colliery from 1956. He is now Office-Superintendent. He has deposed that in the remark column the word "left" was written by Sri S. P. Banerjee the then Welfare Officer. He has further said that the Custodian appointed by the Government of India had put his signature on each page of the register. In cross-examination he said that Sri S. P. Banerjee was the head of the Personnel Department and had three or four clerks under him. I see no reason to disbelieve this witness. Sri Sen Gupta submitted that the management did not give any reply to the application of Ibrahim Mia dated 18th September, 1975 (Ext. W-4). In this application Ibrahim Mia stated that he was ill and though he had recovered from illness, under Doctor's advice he would not be able to start doing duty and that he would join after a month or so. Sri Sen Gupta submitted that this silence on the part of the management indicated that the entry in the B form register regarding abandonment of service was not genuine. Suffice to say that the argument is not impressive. I do not accept it.

6. Sri Sen Gupta firstly contend, that when a workman applies for extension of sanctioned leave and the employer fails to inform the workman about his decision, the employer cannot be allowed to take advantage of his own wrong and make the workman liable for his failure to return to his duties on the expiry of the original leave. He relied on Dabur Pvt. Ltd. v. State of West Bengal, 1978 I L.L.J. 145 at 163. The facts of that case however are different. In that case the workman had applied for extension of leave. Sufficient time in advance giving every opportunity to the employer to communicate either the grant or refusal thereof. In the present case the workman concerned has not been able to prove that he did so. It is further argued that an employee is allowed to report for duty even after expiry of leave and to offer explanation for absence without leave and that the employer is bound to consider his explanation. Reliance is placed on Rambhul Thakur Prasad v. Phoenix Mills, 1976 I L.L.T. 93 (Bombay) and on Smt. Kashibai Sachidanand v. M/s. Hindustan Pencils Pvt. Ltd., 1975 Lab. IC 1558. In my opinion these cases can be of no assistance to the workmen. In the instant case there was never any relationship of employer-employee between the concerned workman and the

Government company. Under Section 14 of the Coal Mines Nationalisation Act, 1973 only a person who was prior to 1st May, 1973, namely, the appointed date, in the employment of the erstwhile company can become an employee of the Government company. In the present case the possession of the coal mine of the previous owner Messrs Srinivasan & Sons was taken by the Government on 31st January, 1973 and it was nationalised on 1st May 1973. The concerned workman was unauthorisedly absent from 3rd March, 1972 (his sanctioned leave having expired on 2nd March, 1972). He left service on 9th December, 1972 as shown in the B form register of the erstwhile company. Thus he was not in the employment of the erstwhile company at the time of taking over or at the time of nationalisation and, therefore, he was not in the employment of the Government company. Section 14 of the Nationalisation Act has no application. There was thus no service relation between him and the Government company. The aforesaid decisions, therefore, are of no help.

7. For the reasons given above my award is that the action of the management of Amritnagar Selected Colliery of Eastern Coalfields Limited in refusing employment to Ibrahim Mia under-ground loader with effect from 17th November, 1975 is justified. Hence the concerned workman is not entitled to any relief.

Dated, Calcutta,

The 9th November, 1982.

M. P. SINGH, Presiding Officer
[No. L-19012(37)/79-D.IV(B)]

New Delhi, the 1st December, 1982

S.O. 4120.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Satgram Colliery of Eastern Coalfields Limited, Post office Devchandnagar, District Burdwan, and their workmen, which was received by the Central Government on the 25th November, 1982.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 27/82

PARTIES : Employers in relation to the management of Satgram Area of Eastern Coalfields Ltd., P.O. Devchandnagar, Dist. Burdwan.

AND

Their workmen

APPEARANCES : For the Employers —Sri R.S. Murthy,
Advocate.

For the Workmen —Sri K. Singh, Chief
Organising Secretary.

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 17th November, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19011(29)/81-D, IV(B) dated the 30th March, 1982.

SCHEDULE

"Whether the action of the management of Satgram Colliery of M/s. Eastern Coalfields Ltd., P.O. Devchandnagar, Dist. Burdwan in not merging incentive payment with basic wages with effect from 11-5-1980 to the workmen mentioned in Annexures 'A' & 'B' is justified? If not, what relief are the workmen entitled?

ANNEXURE-A

List of UG Trammers & Loosemen of New Satgram Colliery Pit No. 1 and Pit No. 2.

1. Saharai Mochi	UG Looseman
2. Sew Sankar Dusadh	"
3. Shyamal Dusadh	"
4. Naket Saw	"
5. Heekem Saw	"
6. Laljee Bind	"
7. Bechan Ahir	"
8. Amar Roy	"
9. Fulchand Ahir	"
10. Baleshwar Kahar	"
11. Shyam Pati Harijan	UG Trammer
12. Eliash Mian	"
13. Mahabir Dusadh	UG Looseman
14. Ragho Mochi	"
15. Chhangoor Ram	UG Trammer
16. Anuradha Nunia	UG Looseman
17. Dukhi Dusadh	"
18. Jangi Bhuiyana	"
19. Ram Bharasha Pasi	"
20. Raj Deo Mahato	"
21. Arjun Ahir	"
22. Raja Ram Ahir	"
23. Dasarath Koiri	"
24. Swami Nath Nunia	"
25. Ram Kishore Ahir	"
26. Prabhu Hafijan	"
27. Rasul Mian	UG Trammer
28. Puna Bawri	"
29. Mantoo Ahir	"
30. Ismail Mian	UG Looseman
31. Ch. Lakshman Dusadh	"
32. Darogi Dusadh	"
33. Anik Kahar	"
34. Gorey Lal Dusadh	"
35. Ch. Basoo Mondal	"
36. Faguni Bhuiyana	"
37. Sarju Saw	"
38. Jai Nath Yadav	UG Trammer
39. Narain Mahato	"
40. Gangu Dusadh	"
41. Ram Din Prasad	"
42. Nakoo Ahir	"
43. Sreppat Bhar	UG Looseman
44. Bagodan Ahir	"
45. Bhukhan Ahir	"
46. Bhudao Bhuiyana	"
47. Habib Mian	"
48. Ramjee Dusadh	"
49. Ram Bahadur Dusadh	"
50. Ram Lagan Ahir	"
51. Rewa Singh	"
52. Ram Ashraya Koiri	"
53. Shiv Jatan Ahir	"
54. Jagarnath Nunia	"
55. Birinchi Saw	"

56. Deo Dharji Rajbhar	UG Trammer	4. Deonath Ahir	Surface Trammer
57. Alakdeo Bhuiya	"	5. Bhagwan Das Ahir	"
58. Bharat Koiri	UG Looseman	6. Narayan Ahir	"
59. Jethu Singh	UG Trammer	7. Ragho Gope	"
60. Munshi Ahir	UG Looseman	8. Chaturi Ahir	"
61. Jagdish Mochi	"	9. Muza Ahir	"
62. Nathun Mahato	"	10. Bira Gore	"
63. Ram Kewer Ahir	"	11. Deo Raj Kahar	"
64. Baij Nath Seew	"	12. Dhaneshwar Dusadh	"
65. Ram Nandan Prasad	"	13. Jew Nath Ahir	"
66. Jankhi Dusadh	"	14. Joyati Gope	"
67. Hari Kishan Bhuiya	"	15. Bechan Gope	"
68. Sukhdeo Saw	"	16. Medini Gope	"
69. Sahiban Ahir	"	17. Bhola Ahir	"
70. Ram Ratan Mochi	UG Trammer	18. Gokeel Bhuiya	"
71. Haroo Dhanik	"	19. Rameshwari Gope	"
72. Meerahu Ahir	"	20. Bindha Bhuiya	"
73. Banath Mochi	"	21. Prasad Dusadh	"
74. Suraj Nath Ahir	"	22. Kashi Koiri	Surface Looseman
75. Bal Govind Mahato	"	23. Somar Ahir	"
76. Rupan Bhuiya	UG Looseman	24. Lal Mohammad No. 1	"
77. Laljee Yadav	"	25. Jag Mohan Ahir	Surface Trammer
78. Mangek Dusadh	UG Looseman	26. Sankar Ahir	"
79. Ram Harak Ahir	"	27. Akalu Gope	Surface Trammer
80. Jattan Kahar	"	28. Sew Dutt Ahir	"
81. Dahi-Gope	"	29. Ramasis Ram	"
82. Laljee Ahir	"	30. Kisun Gope	"
83. Gul Badan Kahar	UG Trammer	31. Peary Gope	"
84. Ramadhar Ahir	"	32. Bhado Gope	"
85. Dukhi Ahir	UG Looseman	33. Nathuni Mondal	"
86. Muslim Mian	UG Trammer	34. Ghutar Gope	"
87. Shyama Teli	"	35. Falare Dusadh	"
88. Hakbroo Dusadh	UG Looseman	36. Olli Mean	"
89. Gan Pat Gope	UG Trammer	37. Sudhiram Ahir	"
90. Raj Balli Singh	"	38. Damodar Ram	"
91. Ramjee Ahir	UG Looseman	39. Silboo Gope	"
92. Sardha Misir	"	40. Nasir Mitn	"
93. Sunil Harijan	UG Trammer	41. Chandra Ahir	Surface Looseman
94. Bindeswar Prasad	"	42. Sitaram Ram	"
95. Ram Key Kouhir	UG Looseman	43. Akalu Ahir	Surface Trammer
96. Sew Nandan Singh	UG Trammer	44. Ram Pati Ahir	Surface Looseman
97. Sundar Mahato	"	45. Lawjee Ahir	"
98. Ramjew Ahir	UG Looseman	46. Basoo Gope	Surface Trammer
99. Ram Brich Ahir	UG Trammer	47. Raja Ahir	"
100. Kuwar Ahir	UG Looseman	48. Sujam Ahir	"
101. Jogeshwar Thakur	UG Trammer	49. Mohan Ahir	"
102. Bindeshwar Saw	"	50. B. Chandra Gope	"
103. Salim Mian	"	51. Lakoo Ahir	"
104. Raju Ram	"	52. Basdeo Ahir	"
105. Kailash Ram	"	53. Jagoo Ahir	"
106. Biliti Ram	"	54. Lal Mohammad No. 2	"
107. Bhola Ram Kora	"	55. Ch. Parameshwar Dusadh	"
108. Suresh Mahato	"	56. Gamu Bind	"
109. Gopal Bawri	"	57. Sew Nath Ahir	"
110. Sitaram Mahato	"	58. Sukhi Bind	"
111. Kali Kora	"	59. Shyamlal Ahir	"
112. Sukhroo	"	60. Kalpa Nath Ahir	"
113. Sew Nath Pasi	"	61. Jugal Ram	"
114. Ram Bisal	"	62. Munna Dusadh	"
		63. Bachha Kora	"
		64. Mathura Dusadh	"
		65. Arjun Kour	"
		66. Ram Govind Rajbhar	"
		67. Krishna Bhuiya	"
		68. Gajal Gope	"
		69. Biswa Nath Ahir	"
		70. Bhadar Bhuiya	"
		71. Ch. Mangal Dusadh	"
		72. Dukharan Yadav	"
		73. Bhaglu Kaur	"

ANNEXURE 'B'

List of Surface Trammers—Looseman

1. Sadhu Dusadh	Surface Looseman
2. Khaju Mian	"
3. Suraj Nath Ahir	"

4. Deonath Ahir	Surface Trammer
5. Bhagwan Das Ahir	"
6. Narayan Ahir	"
7. Ragho Gope	"
8. Chaturi Ahir	"
9. Muza Ahir	"
10. Bira Gore	"
11. Deo Raj Kahar	"
12. Dhaneshwar Dusadh	"
13. Jew Nath Ahir	"
14. Joyati Gope	"
15. Bechan Gope	"
16. Medini Gope	"
17. Bhola Ahir	"
18. Gokeel Bhuiya	"
19. Rameshwari Gope	"
20. Bindha Bhuiya	"
21. Prasad Dusadh	"
22. Kashi Koiri	Surface Looseman
23. Somar Ahir	"
24. Lal Mohammad No. 1	"
25. Jag Mohan Ahir	Surface Trammer
26. Sankar Ahir	"
27. Akalu Gope	Surface Trammer
28. Sew Dutt Ahir	"
29. Ramasis Ram	"
30. Kisun Gope	"
31. Peary Gope	"
32. Bhado Gope	"
33. Nathuni Mondal	"
34. Ghutar Gope	"
35. Falare Dusadh	"
36. Olli Mean	"
37. Sudhiram Ahir	"
38. Damodar Ram	"
39. Silboo Gope	"
40. Nasir Mitn	"
41. Chandra Ahir	Surface Looseman
42. Sitaram Ram	"
43. Akalu Ahir	Surface Trammer
44. Ram Pati Ahir	Surface Looseman
45. Lawjee Ahir	"
46. Basoo Gope	Surface Trammer
47. Raja Ahir	"
48. Sujam Ahir	"
49. Mohan Ahir	"
50. B. Chandra Gope	"
51. Lakoo Ahir	"
52. Basdeo Ahir	"
53. Jagoo Ahir	"
54. Lal Mohammad No. 2	"
55. Ch. Parameshwar Dusadh	"
56. Gamu Bind	"
57. Sew Nath Ahir	"
58. Sukhi Bind	"
59. Shyamlal Ahir	"
60. Kalpa Nath Ahir	"
61. Jugal Ram	"
62. Munna Dusadh	"
63. Bachha Kora	"
64. Mathura Dusadh	"
65. Arjun Kour	"
66. Ram Govind Rajbhar	"
67. Krishna Bhuiya	"
68. Gajal Gope	"
69. Biswa Nath Ahir	"
70. Bhadar Bhuiya	"
71. Ch. Mangal Dusadh	"
72. Dukharan Yadav	"
73. Bhaglu Kaur	"

2. On 12-11-82 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

**SETTLEMENT
BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 3 DHANBAD
In the matter of Ref. No. 27 of 1982**

PARTIES :

Employers in relation to the management of Satgram Area of Eastern Coalfields Ltd., P.O. Devchandnagar, Dt: Burdwan, West Bengal.

AND

Their Workmen

**Joint Application of Management and Workmen
For Compromise**

The above mentioned Employers as well as the workmen have held joint discussions and mutually negotiated the dispute and as a result they have mutually agreed to settle the dispute on the following terms and conditions :—

(1) Agreed that clauses (1) and (2) the settlement dated 11-8-1978 (which came into force from 11-8-1978) reached between the Management of Satgram Sub-Area of Eastern Coalfields Ltd. and their workmen in respect of Trammers and Loosemen of New Satgram Unit of Satgram Colliery(R) of Eastern Coalfields Ltd. (which is annexed hereto as Annexure-1) shall stand substituted respectively by the following clauses with effect from 10th October, 1980 to 10th October, 1982.

"(1) Production ceiling in tonnes for underground trammers and loosemen for which they will get existing timerate scale is 135 loaded tubs per shift, but when the production will exceed 135 loaded tubs per shift, i.e. loaded tubs trammed and brought to the pit bottom these categories of workers will be paid 8 paise per head per tub for the particular shift concerned for the production in excess of 135 tubs provided that the number of underground trammers and Loosemen in the shift concerned does not exceed 16 in that shift each in Bogra and Satgram Seams.

In the case of surface trammers, however, the production ceiling in tonnes for them for which they will get as prevalent in time rate scale as in the year 1980 i.e. 120 loaded tubs per shifts but when the production will exceed 120 tubs per shift actually trammed, unloaded and brought to the cage in the surface, these categories of workers will be paid 8 paise per head per tub for the particular shift concerned for the production in excess of 120 tubs provided that the number of surface trammers and Loosemen in the shift concerned does not exceed 22 in that shift each in Bogra and Satgram Seams.

(2) That the incentive rate of 8 paise per head per tub in excess of ceiling fixed per shift will be considered as basic wage for all purposes.

(II) Agreed that the revised clauses (1) and (2) as above will continue to be in operation after 10th October, 1982 except that in the case of underground Trammers and Loosemen, the number of trammers and Loosemen in the shift concerned does not exceed 13 in that shift each in Bogra and Satgram Seams and the ceiling beyond which the incentive payment would be payable would be reduced from 135 loaded tubs per shift to 120 loaded tubs per shift to bring them at par with the surface Trammers.

(III) Agreed that with the change in the working conditions the incentive rate will be subject to both upward and downward revision according to changed situation, subject to mutual negotiations and agreement.

(IV) Agreed that the Management shall pay arrears to the trammers and Loosemen concerned which may become due to them as a result of implementation of clause (I) and (III) above for the periods involved and till now. Such arrears will be paid within a period of three months from the date of this application.

(V) Agreed that this is an overall settlement in full and final settlement of all the claims of both the parties arising out of Ref. No. 27 of 1982 at present pending before the Central Government Industrial Tribunal No. 3, Dhanbad.

(VI) That both the parties consider that this settlement/agreement is both fair and reasonable for both the parties involved in the reference.

In view of the above, both the parties, i.e. Employers and workmen jointly pray that the Hon'ble Tribunal may be pleased to accept the above agreement/settlement and give an award in terms thereof, by disposing of the reference accordingly.

KESHAW SINGH,

Chief Organising Secretary,
Koila Mazdoor Congress,
Representing Workmen.

Dated 12-11-82.

M. L. SATNALIWALA, Agent,
Satgram Colliery,

Eastern Coalfields Limited,
P.O. Devchandnagar, Dt. Burdwan.

Sd/-

Advocate
for Employers

Sd/-

Presiding Officer

ANNEXURE-I

Representing the Employer : 1. Sri A.N. Singh, SAM,
Satgram Sub-Area

2. Sri M.L. Satnaliwala,
Manager, Satgram(F)

3. Sri S.K. Sanyal, Sr. P.O.,
Satgram S.A.

Representing the workmen: 1. Sri Sunil Sen, Org. Secretary
CMS (AITUC)

2. Sri Keshava Singh, Chief
Org. Secy, KMC.

Short Recital of the case.

The Trammers and Loosemen of New Satgram Unit of Satgram Colliery (R) for long the introduction of time cum piece rate on the plea that over and above their average for the whole year for more production some piece-rate should be introduced for them as per the spirit of National Coal Wage Agreement.

The Management considered their proposal and a series of discussion took place with the representatives of the workmen and the management. The matter has been resolved on the following terms of settlement.

Terms of Settlement

I. Production ceiling in terms for which workers will get existing time rate scale upto 175 tonnes per shift but when the production will exceed 175 tonnes the workers will get As. 2.10/ tub for u.g. leaders and 1.74 per tub for surface to be distributed among 35 to 29 trammers respectively. This works out to Rs. 0.06 paise per tub per trammer. This will be calculated on daily basis.

The piece rate of 2.10 per tub and 1.74 per tub as the case may be will be included in the calculation of the basic wages of the workers. In addition to that the existing system of carrying lime, sand bricks etc. in the course of their duty which is also deemed to have been necessary in the exercise of their work load should also be taken into consideration separately.

2. That this piece rate as mentioned in para 1 will be considered as basic for all purpose.

3. That the workers will also continue to get every year their due increment in their time rate.

4. With the change in the working conditions the piece rate will be a subject to both upward and downward revision according to changed situation.

This solves the dispute in full and final and the same shall come into force from 11-8-1978.

Signed Employer's Workers representatives
representatives

1. Sri A N Singh—Sd/- 1. Sri Sunil Sen, Org Secy

2. Sri M L Satnaliwala—Sd/- (AJTUC)—Sd/-

3. Sri S K Sanyal—Sd/- 2. Sri Keshwa Singh—Sd/-

cc to 1. A L C Asansol

2. R. L. C. (C) Asansol

3. C L C Delhi

4. Secy to the Ministry of Labour, New Delhi

5. C P O Hd Quarters Sanctoria

6. G M Satgram Area

Witness —

1. Sri Dharchhan Singh (—Sd/-)

2. Shri Nand Kishore Singh (—Sd/-)

J N SINGH, Presiding Officer
[No L 1901(29)/81 D IV(B)]

S.O 4121—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No 3, Dhanbad, in the industrial dispute between the employers in relation to management of Central Coalfields Limited, Darbhanga House, Post Office Ranchi (Bihar) and their workmen which was received by the Central Government on the 25th November, 1982.

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL CUM-LABOUR COURT NO 3, DHANBAD

Reference No 94/80

PRESENT

Shri J N Singh,
Presiding Officer

PARTIES .

Employers in relation to the management of Central Coalfields Ltd, Darbhanga House, P O Ranchi (Bihar)

AND

Their workmen

APPEARANCES .

For the Employers—Shri T P Chowdhury, Advocate

For the Workmen—Shri M M Saha

INDUSTRY Coal STATE Bihar
Dated, the 17th November, 1982

AWARD

The Govt of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 forwarded the dispute to the Central Government Industrial Tribunal-cum-Labour Court Calcutta for adjudication. Subsequent by Order No S 11025(4)/80-D IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

Having regard to the understanding reached at the Bilateral discussions held on 22-4-1975, between the erstwhile management of the Coal Mines Authority Ltd, and the Rashtriya Colliery Mazdoor Sangh, whether the motor car drivers/cleaners working in the establishments of Central Coalfields Ltd at Calcutta are entitled to be detailed for duty only for 42 hours in a week. If so to what relief are the concerned workmen entitled?"

2. The case on behalf of the workmen is that in 1956 the Govt of India floated a Govt Coal Company viz National Coal Development Corporation Limited (N C D C Ltd) and vested in it the ownership of all the erstwhile collieries owned by the Railways and the Govt. In January 73 all the non-coking coal collieries were taken over by the Govt. of India and the management of these collieries was vested in a newly formed Govt. Company known as Coal Mines Authority Ltd (C M A Ltd) and thereafter in May '73 all the non-coking coal mines were nationalised and their ownership vested in C M A Ltd. It is further stated that for convenience of work the different collieries under the C M A Ltd, were divided into three zones known as Eastern Division, Central Division and Western Division.

3. It is further stated that the N C D C Ltd, which functioned as a subsidiary of C M A Ltd, was virtually in-charge of Central Division and the management of some of the collieries of N C D C Ltd, which fell in the jurisdiction of Western Coalfields Ltd was transferred to Western Division and till October, 1975 the N C D C functioned as a subsidiary of Coal Mines Authority Ltd.

4. It is also stated that in November 75 Coal Mines Authority Ltd, was dissolved and a new holding company viz Coal India Ltd, came into existence and along with this several subsidiary companies viz Western Coalfields Ltd, Eastern Coalfields Ltd, Central Coalfields Ltd, and Central Mine Planning & Design Institute Ltd, also came into existence. The Bharat Coking Coal Ltd, (B C C Ltd) which was formed in 1971 with the nationalisation of coking coal mines also became a subsidiary of the Coal India Ltd. According to the union the N C D C Ltd which had hitherto been identified with the Central Division of Coal Mines Authority Ltd, virtually lost its separate identity and came to be known as Central Coalfields Ltd.

5. It is next alleged that since its inception the N C D C Ltd, had an establishment at Calcutta and several workers were employed in Purchase, Sales and Accounts Departments and after re-formation of the Central Coalfields Ltd, this establishment has been under the management of Central Coalfields Ltd. It is also stated that just after taking over and nationalisation of non coking coal mines, the headquarter of newly Coal Mines Authority Ltd, was established in Calcutta and the different divisions of the Coal Mines Authority Ltd, as also Bharat Coking Coal Mines Ltd, set up separate establishments in Calcutta for sales and purchase. The Central Division of course did not need any separate establishment since the old establishment of N C D C Ltd, was enough for the purpose.

6. It is alleged that most of the business houses in Calcutta have got prevailing practice of 5 day work in a week and so Coal Mines Authority Ltd, also followed the same for all its employees, excepting the Drivers, Cleaners and the Watchman and the same practice was followed in the establishment of all the Divisions and subsidiaries of Coal Mines Authority Ltd, in Calcutta. As the said 5 days work in a week was not applicable to the Drivers and Cleaners hence an agreement was entered into between the management of Coal Mines Authority Ltd, and their workmen represented by C M S on 7/5/1975 according to which the working hours of motor car drivers and cleaners was fixed at 42 hours in a week and this agreement with regard to working hours of the motor car drivers and cleaners was implemented by all the Divisions of Coal Mines Authority Ltd, as well as Bharat Coking Coal Ltd, but the Central Division/N C D C did not agree to reduce the working hours although they accepted the decision about 5 days work to the Drivers only and the working hours of the drivers were notified.

7. Accordingly the sponsoring union raised an industrial dispute and called upon the management to implement the provisions of the aforesaid agreement with regard to working hours of the drivers and the cleaners. Several representations were made before the management but when it was not settled amicably the union referred the dispute to the R.L.C. Calcutta in September, 1977 and the conciliation having failed the present reference was made. It is prayed that the motor car drivers and cleaners working in the establishment of Central Coalfields Ltd., at Calcutta should have duty hours of 42 hours in a week only with effect from 15-5-1975 and that for all the hours worked in excess of 42 hours in a week they should be paid overtime allowance.

8. The management contested the claim of the concerned workmen and it is stated that the present reference is not maintainable. It is stated that any comparison of the service conditions of the employees of the Central Coalfields Ltd., with those of the employees of other subsidiaries is irrational. It is stated that Central Coalfields Ltd., (C.C.L.) is the name that was given to N.C.D.S. Ltd., a Government Company which was incorporated in the year 1956 when the Govt. took over 11 State Collieries which were being managed by the Central Govt. But the monthly rated employees of the organisation enjoyed pay scales and service conditions as applicable to the Central Govt. employees till 14-8-1967 and subsequently they were brought under the Coal Wage Board recommendations.

9. It is further stated that non-coking coal mines were nationalised with effect from 1-5-73 when the staff of the office of the concerned companies at Calcutta were also taken over by the Govt. Company which was incorporated for the purpose at that time and it was known as Coal Mines Authority Ltd. Thereafter on re-organisation of the Coal industry the Coal Mines Authority Ltd., has been renamed as Coal India Ltd., as a holding company with effect from 1-11-75 and N.C.D.C. Ltd., was also made a subsidiary company along with B.C.C.L., ECL., W.C.L., and the Central Mine Planning and Design Institute Ltd., whereas N.C.D.C. was renamed as Central Coalfields Ltd. It is submitted that N.C.D.C. had also a Branch Office at Calcutta which is still in existence except that the name of the Calcutta establishment is now known as the Central Coalfields Establishments in Calcutta. The other subsidiary companies of Coal India Ltd., viz., B.C.C. Ltd., E.C. Ltd., WC Ltd., have also got their branch offices at Calcutta.

10. According to the management when the coking coal mines were nationalised in the year 1972 the staff of the coking coal mines in their Calcutta Office were taken over by C.M.A.L. According to them the N.C.D.C. Ltd., had its separate entity since long before the nationalisation and it had nothing to do with the Coal Mines Authority Ltd., and the said N.C.D.C. Ltd., which had also got Head Office at Ranchi had same service conditions for employees of both the places and the employees were transferable from one place to another.

11. It is further stated that in the year 1967 there was a Reference regarding several disputes between the N.C.D.C. and their employees which was referred to for adjudication before the Central Govt. Industrial Tribunal No. 2 at Dhanbad and one of the terms of reference related to the working hours of staff car drivers and an award was given in the said Reference case being Reference Case No. 244/67. The said award is still subsisting. The said award fixed the working hours of the car drivers and it is submitted that as the said award is still subsisting and has not been terminated by any notice on behalf of the union, in face of the said award the present reference is not maintainable.

12. It is however stated that in August, 1973 the N.C.D.C. office at Calcutta started 5 day work in a week and the working hours of the staff car drivers and cleaners were fixed according to which the working hours of the staff car drivers came to 48-3/4 hours per week, while for cleaners 48 hours and 20 minutes and this system is still continuing.

13. The management's case is that the Coal Mines Authority Ltd., at Calcutta had reached an agreement on 7-5-75 in respect of the Head Office of that Company and the offices of Eastern Division (now Eastern Coalfields Ltd) and Western Division (now Western Coalfields Ltd.) at Calcutta with this

very union whereby it was agreed that the motor car drivers and motor car cleaners will have 42 working hours in a week and overtime allowance will be paid to them for working beyond 42 hours and their pay scales were also revised. It is submitted that the above agreement was not applicable to N.C.D.C. Office as N.C.D.C. was entirely a different company from Coal Mines Authority Ltd., and it was only after Coal India Ltd., as establishment with effect from 1-11-1975 that the N.C.D.C. was merged into it under the name of Central Coalfields Ltd. Thus according to the management the agreement referred to in the terms of Reference is not applicable to the concerned workmen who were previously employees under the N.C.D.C. It is submitted that this very union took up with the management of N.C.D.C. the question of extending this very benefit to the staff car drivers and cleaners at Calcutta but the management did not agree to the reduction of working hours of these employees. However their pay scales were revised and they were put at par with the pay scales of other drivers working at Calcutta. One of the terms of the agreement according to the management however was that the union will not raise the question of reduction of working hours for staff car drivers and it is submitted that after entering into such an agreement the matter cannot be agitated again. The management submits that there was never any agreement between the erstwhile N.C.D.C. and the sponsoring union on 7-5-75 or on any other date and so the question of reducing their working hours does not arise.

14. On the above allegations it is prayed that the Reference be decided in favour of the management.

15. The point for consideration is as to whether the working hours of the motor car drivers and cleaners working in the establishment of Central Coalfields Ltd., at Calcutta should be fixed at 42 hours in a week having regard to the understanding reached at the Bilateral discussions held on 22-4-75 between the erstwhile management of the Coal Mines Authority Ltd., and the Rashtriya Colliery Mazdoor Sangh. If so, to what relief are the concerned workmen entitled.

16. Ext. W-3 (Ext. M-3 for the management) is the minutes of the meeting held on 22-4-75 and 7-5-75 in the Chairman's Chamber in which the representative of the Union as well as the management were present. Shri J. G. Kumaramangalam was present as Chairman. The union representatives suggested that the weekly working hours of the drivers and motor car cleaners should be reduced and brought closer to the other staff and their point of view was that there was a special situation at Calcutta as distinct from elsewhere in Coal Mines Authority Limited on account of 5 day working with 37-1/2 hours per week for the office staff and that there was no point in detaining the driver on duty when all other staff and officers were out of office. They further urged that considering the traffic conditions of Calcutta roads and additional strain involved in driving besides the risk of accidents, the duties of car drivers at Calcutta were more arduous. These matters were considered and it was agreed that the motor car drivers and cleaners will have 42 working hours in a week and overtime allowance will be paid to them for work beyond 42 hours from 15-5-75. The union has mainly pressed their support on this very agreement. According to the management, however, this agreement was arrived at between the representatives of the union and the management of Coal Mines Authority Ltd., and not with the management of N.C.D.C. According to them the Coal Mines Authority Ltd., was quite distinct from the N.C.D.C. and that the NCDC became a subsidiary of Coal India Ltd., in the year 1979 when the name of Coal Mines Authority was changed to Coal India Ltd., and it became a holding company. The first question, therefore, to be determined is as to whether the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd., or not. If it is found that the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd., then the above agreement which was entered into between the Chairman of Coal Mines Authority and the Union binding on the subsidiary company also. At this very stage it may be mentioned that according to the management Sri Kumaramangalam was Chairman both for N.C.D.C. and Coal Mines Authority Ltd.

17. Before discussing this point it will be proper to mention here certain historical facts. The Central Govt. took over some State and Railway collieries and for management of those collieries a Company known as N.C.D.C. Ltd., was formed in the year 1956. Thereafter the coking coal mines in India were taken over by the Government and subsequently

nationalised in the year 1972 and the management was given by constituting a Company known as Bharat Coking Coal Ltd. (B.C.C.L.). In 1973 all the non-coking coal mines were taken over by the Government and was subsequently nationalised from 1-5-73. The Coal Mines Nationalisation Act, 1973 would show that all the non-coking coal mines were nationalised by the Govt. According to the management when the non-coking coal mines were nationalised the Government in order to manage them constituted a company known as Coal Mines Authority Ltd., and it was to have different zones for their management. It is submitted on their behalf that when Coal Mines Authority was formed for taking over of the management of non-coking coal mines, some non-coking coal mines were handed over to N.C.D.C. for their management as Agent of Coal Mines Authority Ltd., and the N.C.D.C. remained a separate entity having nothing to do with Coal Mines Authority Ltd. There is no document, however, to show that the N.C.D.C. was made Agent to manage certain non-coking coal mines on behalf of the Coal Mines Authority Ltd.

18. The question however remains that all the non-coking coal mines were nationalised and a Company known as Coal Mines Authority Ltd., was constituted. In this connection a book known as Coal Industry In India written by Sri S. Mohan Kumaramangalam who was then Minister of Steel & Mines, is material. He has given full description including the background of the nationalisation of the Coal Industry and at page 67 of this book he has written as follows :

"The vesting of ownership of all coal mines in the Government of India and the formation of the Coal Mines Authority Ltd. (CMA) as the public sector organisation to be responsible for the working of these mines are major landmarks in the history of India's coal mining industry. The Coal Mines Authority has become the owner of all the non-coking coal mines taken over by the Government and will also hold the shares of the Central Government in Singareni Collieries Ltd. Thus the entire control of the non-coking coal industry will come directly under the CMA."

Its organisational structure will consist of a Board of Directors, headed by a Chairman and including functional directors in charge of different areas as well as of particular functions. The coal mining areas of the country will be divided into three main zones; the Eastern Zone covering in the main the Raniganj—Asansol belt and also Assam; the Central Zone which will cover the non-coking coal mines in Bihar (West Bokaro, Karanpura, Hazaribagh) as well as the Singrauli field in Uttar Pradesh and the Talcher field in Orissa; and the Western Zone covering the Central India coalfields, (Rewa, Chirimiri, Korba etc.) Pench valley and the Wardha field.

Each of these different zones will be run as virtually autonomous organisations headed by managing directors in whom will be vested full powers of management and control, subject to supervision and coordination by the Chairman and Board of the CMA.

The CMA will be responsible for broad policy and planning and development of the mining industry, for organising distribution and sale of coal; for enforcing proper safety regulations; for research and development in the industry; for laying down broadly uniform terms and conditions of service for executives, mining engineers, supervisors and workers."

In the above paragraph he has clearly mentioned that the entire control of non-coking coal industry came directly under the Coal Mines Authority who was to manage them forming three main zones viz. Eastern Zone, Central Zone and the Western Zone. These three zones were subsequently named as Eastern Coalfield, Western Coalfields and Central Coalfields. It is not disputed that the N.C.D.C. was subsequently renamed as Central Coalfields Ltd. The management has filed the Memorandum and Articles of Association of Central Coalfields, N.C.D.C. Ltd., as also of Coal Mines Authority Ltd. There is another article written by Sri P. K. Ghosh, Addl. C.M.E. and Sri R. G. Mahendru, Director (Coordn) under the name The Nationalised Coal Industry. A photostat copy of which has been marked Ext. W-17. In this article it

is clearly mentioned that with the coming of N.C.D.C., formed with the then State Railway Collieries, a new chapter in Indian mining was opened and this organisation took up the challenging task of opening and developing new lines on modern lines with emphasis on virgin outlying areas or to develop coal reserves discovered by drilling and prospecting undertaken by different agencies and by N.C.D.C. With years N.C.D.C. flourished and expanded until it got merged with Coal Mines Authority in 1973, the year of nationalisation of non-coking coal mines. Ext. W-7 is an award dated 9-2-75 by Sri J. G. Kumaramangalam, Chairman on the demand of some workers. The head line would show that the dispute was between the employers in relation to Coal Mines Authority Ltd., and their workmen and in the bracket it is mentioned that C.M.A. Ltd., included its subsidiary N.C.D.C. Ltd. Shri R. S. Murthy was the Chief Personnel Officer of N.C.D.C. He has now retired and is practicing as an Advocate and he has been examined on behalf of the management. He has stated that the N.C.D.C. was never a subsidiary of Coal Mines Authority Ltd., but it is belied from his own document. He himself issued a Memo, dated 20/21-2-1975 as Chief Personnel Officer through his office at Ranchi in which also the N.C.D.C. has been shown as a subsidiary of Coal Mines Authority Ltd. There is another letter of his dated 22-9-74 (Ext. W-8) in which also the N.C.D.C. has been shown as a subsidiary of Coal Mines Authority.

19. There is an article written by Mr. J. G. Kumaramangalam, Chairman, Coal Mines Authority Ltd., which was published in the Statesman dated Friday August 17, 1973, the photostat copy of which has been marked Ext. W-20. In this article Sri Kumaramangalam has written that on 31-1-73 the Govt. of India took over the management of 464 Non-coking coal mines pending nationalisation and an organisation under the name and style of Coal Mines Authority Limited, was set up for the management of the taken over mines. The Coal Mines Nationalisation Act came into effect on 1-5-1973 and the Schedule of the Act covers 711 mines and that the Coal Mine Authority was registered as a Limited company in June 1973. In this very article he has further stated that certain coal mines contiguous to the mines of Bharat Coking Coal Ltd., were transferred to them by the Government and since the N.C.D.C. has become a wholly owned subsidiary of Coal Mines Authority the collieries and workshops of N.C.D.C. have also come under Coal Mines Authority. Thus it is clear that the N.C.D.C. was not a separate entity but it became a wholly owned subsidiary of Coal Mines Authority.

20. The learned Advocate for the management has contended before me that these documents should not be relied upon as Shri Kumaramangalam or Sri Murthy had no legal knowledge as they were not Lawyers and they have wrongly described N.C.D.C. as a subsidiary of Coal Mines Authority. With due respect to the learned Advocate I am unable to accept his contention. It is extremely unlikely that an eminent person like Mr. Kumaramangalam who was chairman of Coal Mines Authority and Mr. Murthy who was Chief Personnel Officer and who subsequently became Director (Personnel) had no legal knowledge and did not understand the legal complications.

21. Ext. W-5 is another document which is minutes of the meeting held in the chamber of the Chairman in which it was decided that the existing N.C.D.C. Standing Orders should be reviewed and should be made applicable to all the collieries of Coal Mines Authority Ltd., including the N.C.D.C. This also indicate that the N.C.D.C. was a subsidiary of Coal Mines Authority Ltd. There is another office order dated 6-3-75 which provided that in supersession of the N.C.D.C. Limited Services Medical Attendance Rules and subsequent amendments the Coal Mines Authority Limited Services Medical Attendance Rules as may be amended from time to time was made applicable to the employees of N.C.D.C. with effect from 26-3-74. It was not necessary to make applicable the Medical Attendance Rules of Coal Mines Authority if N.C.D.C. would have been a separate entity and not a subsidiary of Coal Mines Authority Ltd.

22. All the above documents are prior to the period of agreement relied upon by the management which is of April and May, 1975. The management, however, has relied upon a letter dated 27-9-1975 (Ext. M-14) by which Coal India

Limited a holding company for the Coal Industry was constituted. This provides that the existing Divisions of C.M.A. will be converted into registered companies and will be subsidiaries of Coal India Ltd. They are (1) Central Mine Planning and Design Institute Ltd., (2) Bharat Coking Coal Ltd., (3) Eastern Coalfields Ltd., (4) Central Coalfields Limited comprising the Central Division of C.M.A./N.C.D.C. and (5) Western Coalfields Ltd. The management submits that since 1-11-75 the N.C.D.C. lost its existence and it became a part of Central Division, but prior to that it had nothing to do with the Central Division and was a separate entity. But this is not supported from the documents already referred to. It has however been admitted that the employees of N.C.D.C. have come under the umbrella of Coal India from 1-11-75 after the issue of this letter.

23. Besides the above documents certain facts are admitted. It is admitted that all the Divisions of Coal Mines Authority Ltd., viz. Eastern Division, Western Division and the Bharat Coking Coal Ltd., have got office hours at Calcutta for 5 days in a week only. The working hours in all these Divisions for staff car drivers and cleaners is admittedly 42 hours in a week. These divisions are now known as Eastern Coalfield, Western Coalfield and Central Coalfield and the same practice is followed there. It is in the evidence of WW-2 that there are about 50 drivers and 5 or 6 cleaners working in different subsidiaries of Coal Mines Authority now known as Coal India Ltd. The Coal India Limited has got a separate office at Calcutta and there also working hours is 42 for drivers and cleaners. Their pay scales are also the same and they are all given the same dress and the cars used in all the different companies are for the same purpose. Under Central Coalfields at Calcutta there are only 5 drivers and one cleaner. These six persons only have been debarred the benefit of working of 42 hours in a week. It looks preposterous that in all the zones working under the same umbrella of Coal India or C.M.A. have got 42 hours work for drivers and cleaners but only these six persons have been left out. This, in my opinion, is highly discriminatory and affects industrial peace and relations.

24. From the documents already referred to it is clear that the N.C.D.C. was a subsidiary of Coal Mines Authority and the agreement fixing 42 hours in a week for drivers and cleaners was arrived at between the Chairman of Coal Mines Authority Limited who was also Chairman of so called N.C.D.C. and the representative of the union. There is no reason as to why the same working hours should not be fixed for the drivers and cleaners of the Central Coalfields previously known as N.C.D.C. Ltd.

25. The learned Advocate for the management however drew my attention to a letter dated 25-6-77 (Ext. W-12) written by Sri S. Dasgupta, General Secretary of the union to Mr. Wadhwa, Managing Director, Central Coalfields Ltd. This relates to the duty hours of drivers stationed at Calcutta and it was requested that the dispute regarding duty hours of the drivers who are stationed at Calcutta should be settled immediately and that it should not be more than 42 hours in a week as per minutes of the meetings held on 22-4-75 and 7-5-75 at Calcutta between Mr. J. G. Kumaramangalam, the then Chairman of C.M.A. Ltd., and the representatives of the R.C.M.S. It was further written that in his opinion an agreement on the same lines should be entered into to cover the drivers and cleaners of Central Coalfields' Calcutta Office. The learned Advocate has pressed on the above line of the letter in which request has been made that an agreement on the same line should be entered into. He meant to say that if the agreement dated 22-4-75 and 7-5-75 was applicable to the drivers of Central Division or N.C.D.C. then there was no question of arriving at an agreement on the same line. He clearly meant that the above agreement line. He clearly meant that the above agreement was only between the Coal Mines Authority Ltd., and the union and that N.C.D.C. was a separate entity. But the letter should be read as a whole and from a perusal of entire letter it will appear that stress was laid on the agreement dated 22-4-75 and 7-5-75 and the words "an agreement on the same lines" only meant that the same agreement should be implemented with regard to the drivers of Central Coalfields Ltd. Further, even prior to this letter the same request had been made by the union on which the union had requested the management to fix the working hours on the basis of aforesaid agreement of 1975. This letter, in my opinion, does not improve the management's case in any way.

26. It may also be mentioned that the working hours of the office of the N.C.D.C. of Central Coalfields Ltd., was fixed at par with the other zones of the Coal Industry viz. Eastern Coalfields Ltd., Bharat Coking Coal Ltd., and Western Coalfields Ltd.

27. Another argument on behalf of the management is that in view of the Award passed in reference Case No. 244/67 (Extract of the award Ext. M-1) the union cannot raise the issue of working hours of the drivers as the said award has not been terminated by any notice U/s 19 of the Industrial Disputes Act. That award would show that certain working hours was fixed for the car drivers and cleaners of the N.C.D.C. But it will appear from the documents of the management themselves that the same award was given a go by and a lesser working hours was fixed for the drivers and cleaners by the management of N.C.D.C. themselves vide their letter dated 28-8-1973 (Ext. M-2). It reduced the working hours of the drivers and cleaners from those fixed by the award. Thus by implication the award was terminated by the management themselves by reducing working hours of the drivers and cleaners and so it cannot be said that the matter cannot be agitated by the union till the said award is terminated. No form of notice is prescribed for termination of award and it is well settled that even by giving a charter of demands on the same issue it will amount to termination of the award. It will appear that the union pressed for reducing the working hours of the drivers since after the date of agreement arrived at in April or May, 1975. Ext. W-13 is a letter dated 28-10-75 written by the Secretary of the Union to the Managing Director, N.C.D.C. requesting to review the matter and implement the agreement dated 22-4-75 and 7-5-75. Several meetings were also held as will appear from Ext. W-14 and Pxt. W-15 which would show that the management did not agree to the said proposal. But nowhere the management took the plea that the drivers cannot raise the issue of their working hours in view of the award. This point was also not raised during conciliation stage before the R.L.C. and it is for the first time this point has been taken up before the Tribunal. The various correspondence between the parties as also various meetings clearly go to show that the management got a notice to the effect that the union had given information regarding the termination of the award in question. In such circumstances it cannot be said that the issue of working hours cannot be pressed by the union in view of the said award.

28. Much reliance has been placed by the management on the minutes of the meeting held between the parties on 30th September, 1975 (Ext. M-4) and it is stated that by that agreement the pay scales of the drivers of Central Coalfields working in Calcutta was revised and they were given a higher scale and in that very meeting the union agreed that they would not raise the question of reduction of working hours for staff car drivers or cleaners. It is stated that this agreement is binding on the parties and the question cannot be raised again. It will however appear that the pay scales allowed to these drivers by this agreement was the same which was being paid to the drivers of Eastern Coalfields and Western Coalfields whose offices were located at Calcutta and so it cannot be said that any special benefit was given to these drivers. They were only put at par with the drivers of other subsidiaries of Coal Mines Authority or Coal India Ltd. It is no doubt true that they agreed not to raise the question of reduction of working hours but that was not for all time to come and by this agreement they cannot be stopped from raising the same issue. Ext. M-6 is the minutes of another meeting held between the parties. These meetings will only indicate that the management did not agree to the demand of the union regarding reduction of duty hours of the drivers and cleaners.

29. There is one more point which needs mention at this stage. The agreement dated 22nd April, 1975 and 7th May, 1975 would indicate that while fixing the working hours of drivers and cleaners at 42 hours in a week one of the point for consideration was that the traffic conditions in Calcutta roads and the additional strain involved in driving besides the risks of accidents were such that the duty of drivers at Calcutta were more arduous. The above point was thus taken into consideration while fixing the working hours of the drivers of Coal Mines Authority. It cannot be said that the same conditions are not applicable to the drivers in question who also drives car in Calcutta and for them there is no different roads in Calcutta and they have no risk of any

accident. If this was the consideration for reducing the working hours of all the subsidiaries of Coal Mines Authority Ltd., there is no reason as to why the same consideration should not be applicable for the concerned drivers. This disparity can on no account be said to be justified or proper and in my opinion the duty hours of the drivers of Central Coalfields Limited should also be 42 hours in a week as in the case of drivers working in Calcutta in other subsidiaries of Coal Mines Authority Limited now known as Coal India Ltd.

30. It was next urged on behalf of the management that in view of National Coal Wage Agreement-II this issue cannot be raised before any Tribunal. The said agreement has been marked Ext. M-7 and it was based on the demand Ext. M-8 and the agreement was sent to different authorities under Rule 58(4) of the Industrial Disputes Central Rules vide Ext. M-9. It is submitted that by this agreement a joint bi-partite committee for the coal industry was constituted which was given the power to examine all cases of anomalies and discriminatory in regard to the job description, categorisation and principle service conditions of employees brought to its notice. It is submitted that this agreement (NCWA-II) is binding on the present union which was also a party to the said agreement and as per this agreement if the concerned workmen or the union had any grievance they should have referred the matter before the said Committee as per above agreement. But it will appear that the dispute had arisen prior to coming into force of NCWA-II and the matter was pending before the authorities. This agreement nowhere says that it will be applicable to pending cases also. Further it nowhere says that after this agreement the parties will be debarred from making any grievance before any Labour Court or Tribunal and that all the matters will be referred to and decided only by the Joint Bipartite Consultative Committee. It has not created any bar for getting the matter decided by the Tribunal or Labour Court. If that would have been the intention of the agreement then specific provisions would have been made in the agreement itself and all the Labour Courts and Tribunals should have been debarred from deciding those issues when referred to them. Utmost it can be said that the parties were given two options viz. either to bring these facts to the notice of the JBCC Standardisation Committee or to raise industrial dispute and get the matter decided by Reference before a Tribunal. Thus the NCWA-II is not a bar and the present Reference cannot be said to be incompetent on this score.

31. The last argument on behalf of the management is that the present dispute has been made by the Branch Secretary of RCMS Calcutta Branch and it has not been raised by the Central Committee and so the Reference is incompetent. It will however appear that there are several documents to show that the management held several meetings with the Branch Secretary of the union and also had agreement with them. This RCMS Union is an All India Organisation and has to function through local branches and naturally it is not possible for the central office to raise all the disputes. Further the constitution of this union would indicate that there is a provision in it to the effect that all the Branch Presidents and Secretaries as well as Regional Presidents and Secretaries shall be ex-officio member of the Central Executive Committee for the purpose of Section 36 of the Industrial Disputes Act read with Rule 58 of the Industrial Disputes Central Rules. This clearly indicates that the Branch Secretary had jurisdiction and locus-standi to raise the present dispute and the Reference cannot be said to be illegal on that score.

32. Considering all the facts and circumstances of the case and the evidence on record, I hold that the NCDC was a subsidiary of Coal Mines Authority Limited and in view of the agreement referred to in the reference the duty hours of the concerned drivers and cleaners should be 42 hours in a week. The drivers/cleaners who are concerned in this dispute are entitled to the same working hours considering the other facts and circumstances of the case.

33. The next question is as to what relief the concerned workmen are entitled. It is submitted on their behalf that after 22nd April, 1975 they are entitled to overtime allowance for hours of work they performed beyond 42 hours. It is however admitted by the management also that the establishment of Central Coalfields Limited at Calcutta became

a subsidiary of Coal India Limited with effect from 1st November 1975. Their contention is that prior to that the NCDC was a separate entity which has not been held so by this Tribunal as mentioned above. The management, in the circumstances, can have no difficulty in giving overtime allowance for excess hours of work beyond 42 hours to these Drivers/Cleaners from 1st November, 1975 and they have no ground to challenge the said relief. In such circumstances, I think the ends of justice will be met if the concerned drivers/cleaners are paid overtime allowance for excess hours of work beyond 42 hours in a week with effect from 1st November, 1975.

34. At this stage it may also be mentioned that the management's contention was that if the duty hours of these drivers are reduced there would be repercussion and the drivers posted at Ranchi will also make the same demand. But there is no question of any repercussion in this case. The management has fixed lesser hours of work for drivers posted in Calcutta only considering the road conditions at Calcutta and the present award will be applicable to the drivers/cleaners posted at Calcutta only and not drivers posted at Ranchi or elsewhere. Further it will appear that even now if a driver from Central Coalfields transferred to Eastern Coalfields or Western Coalfields office at Calcutta their duty hours are reduced to 42 in a week which will appear from Exts. W-10 & W-11 and under such circumstances the drivers posted at Ranchi cannot take any advantage in any decision given in this award which is applicable only to drivers posted at Calcutta.

35. To sum up, I hold that the motor car drivers/cleaners working in the establishment of Central Coalfields Ltd., at Calcutta are entitled to be detained for duty only for 42 hours in a week and that they are entitled to overtime allowance for working beyond 42 hours with effect from 1st November, 1975.

36. The award is given accordingly.

J. N. SINGH, Presiding Officer
[No. L-19011(10)/78-D.IV(B)]
S. S. MEHTA, Desk Officer

धर्म और पुनर्वास मंत्रालय

नई दिल्ली, 25 नवम्बर, 1982

का. आ० 4122—उत्तरप्रवास अधिनियम, 1922 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार विभेद मंत्रालय के पी० आर० श्री एच० ही० राय को पहली अक्टूबर 1982 के पूर्वाहन से उत्तरप्रवासी संस्कृती कल्पकाता के स्पै में नियुक्ति करती है।

[मं० डी० जी० एल० डब्ल० 11017(1)/81-ई एम शाई जी]
रामेन्द्र कुमार दास, अध्यक्ष सचिव

New Delhi, the 25th November, 1982

S.O. 4122.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appoints Shri H. D. Roy, Public Relation Officer, Ministry of External Affairs to be the Protector of Emigrants, Calcutta with effect from the forenoon of 1st October, 1982.

[No. DGLW. 11017(1)/81-EMIG]
R. K. DAS, Under Secy.

(पुनर्वास विभाग)

नई दिल्ली, 29 नवम्बर, 1982

का. आ० 4123.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य बन्दोबस्त आयुक्त इसके द्वारा, तमिलनाडू राज्य के राजन्य विभाग में संयुक्त सचिव (पुनर्वास) धौर उपसचिव (पुनर्वास), जैसा भी मामला हो, को निम्न शक्तिया सौंपते हैं:

1 उक्त अधिनियम की धारा 23 के अन्तर्गत अपील सुनने की शक्तियाँ।

2 उक्त प्रधिनियम की धारा 24 के प्रत्येक पुस्तकाल संबंधी मामलों को सुनने की शक्तिया।

3 उक्त प्रधिनियम की धारा 28 के अन्तर्गत मामलों के हस्तानण की शक्तिया।

2 इससे दिनांक 24 विसम्बर, 1977 की अधिसूचना सं 27 (2)/73 एस० एस० II का प्रधिकरण किया जाता है।

[सं० 1(19) विशेष सं 82-एस० एस० II(ख)]

(Department of Rehabilitation)

New Delhi, the 29th November, 1982

S.O. 4123.—In exercise of the power conferred by Sub-Section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Joint Secretary (Rehabilitation) and Deputy Secretary (Rehabilitation), as the case may be, in the Revenue Department, Government of Tamil Nadu, the following powers:—

(i) Powers to hear Appeals under Section 23 of the said Act.

(ii) Powers to hear revisions under Section 24 of the said Act.

(iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 27(2)/73-SS. II dated the 24th December, 1977.

[No. 1(19)/Spl. Cell/82-SS. II(B)]

क्रा० आ० 4124—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) प्रधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, मुख्य बन्दोबस्त आयुक्त इसके द्वारा उपसचिव (पुनर्वासि), गुरुगत सरकार, राजस्व विभाग को, जो उप-मुख्य बन्दोबस्त आयुक्त की शक्तियों का प्रयोग कर रहे हैं, उक्त प्रधिनियम की धारा 24, 24 और 28 द्वारा अर्थवा उसके अधीन गुरुगत राज्य में सरकार द्वारा नियमित सम्पादन्त्रियों, अर्जित निकालन सम्पत्तियों, कृषि भूमियों, खुफनों और सुग्रावजा पूत के माल के विनाश स्थलों के बारे में तुरन्त प्रभाव से आवश्यक आवेदन पारित करने के प्रयोगतार्थ, मुख्य बन्दोबस्त आयुक्त की शक्तियों सौंपते हैं।

2 इससे दिनांक 8/1/82 की अधिसूचना सं 1(3) विशेष सं 79 एस० एस० (ख) का प्रधिकरण किया जाता है।

[सं० 1 (21) विशेष सं 82 एस० एस० II(ख)]

S.O. 4124.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, exercising the powers of Deputy Chief Settlement Commissioner, the powers conferred on the said Chief Settlement Commissioner by or under Section 23, 24 and 28 of the said Act with immediate effect for the purpose of passing necessary orders under the said sections in respect of Government built properties, acquired evacuee properties, agricultural lands, shops and vacant sites forming part of the 'Compensation Pool' in the State of Gujarat.

2. This Supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(B) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(B)]

क्रा० आ० 4125—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) प्रधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य बन्दोबस्त आयुक्त इसके द्वारा गुरुगत सरकार, राजस्व विभाग के उप सचिव (पुनर्वासि) को, जो नल्काल प्रभाव से उप मुख्य बन्दोबस्त आयुक्त के रूप में कार्य कर रहे हैं उक्त प्रधिनियम की निन्द धाराओं के अंतर्गत मुख्य बन्दोबस्त आयुक्त को प्रदत्त शक्तियाँ, सौंपते हैं, अर्थात्—

(क) धारा 20 की उपधारा (3) के अंतर्गत भुगतान के लिए बेच कर मूल्य की राशि को बारे में प्रमाण पत्र जारी करने की शक्तियाँ;

(ख) धारा 30 की उपधारा (2) के अंतर्गत ऐसे व्यक्तियों के संघर्ष में, जिनसे भूमि राजस्व की बकाया राशि की बमूली की जाती है, आदेश पारित करने की शक्तियाँ, और

(ग) धारा 35 की उपधारा (2) के अंतर्गत जैता अपेक्षित है, शिकायत करने की शक्तियाँ ताकि उक्त प्रधिनियम के अधीन अदालत दहनीय प्रपश्चात के संघर्ष में कार्यकारी कर सके।

2 इसके दिनांक 8-1-82 की अधिसूचना सं 1 (3) विशेष सं 79 एस० एस० II का प्रधिकरण किया जाता है।

[सं० 1 (21) / विशेष सं 82 एस० एस० II(ग)]

S.O. 4125.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, and exercising the powers of the Deputy Chief Settlement Commissioner with immediate effect, the powers conferred on the said Chief Settlement Commissioner under following Sections of the said Act, namely:—

(a) issuing a certificate under sub-section (3) of Section 20 in respect of amount of purchase money remaining unpaid;

(b) making an order under sub-section (2) of Section 30, in respect of persons, from whom any sum is recoverable as arrears of land revenue; and

(c) making complaints as required by sub-section (2) of Section 35 for enabling a Court to take cognizance of an offence punishable under the said Act.

2. This supersedes Notification No 1(3)/Spl. Cell/79-SS. II(C) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(C)]

क्रा० आ० 4126—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) प्रधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य बन्दोबस्त आयुक्त, इसके द्वारा गुरुगत सरकार, राजस्व विभाग के उप सचिव (पुनर्वासि) को, जो उप-मुख्य बन्दोबस्त आयुक्त के रूप में शक्तियों का प्रयोग कर रहे हैं, प्रशासनिक तथा विस्थायिक व्यवस्थायों के अंतर्गत गुरुगत सरकार को हस्तान्तरित मालावजा पूत की समस्त अजित निवालत सम्पत्तियों के विपटन के लिए, नल्काल प्रभाव से उक्त प्रधिनियम के अंतर्गत नियम 87, 88, 90(1) (क), 90 (1) (ख) 90, (II) (90) (2) और 101 में निहित अपनी शक्तियों सौंपते हैं।

2 इससे दिनांक 8-1-82 की अधिसूचना सं 1(3) विशेष सं 79 एस० एस० I (ख) का प्रधिकरण किया जाता है।

[सं० 1 (21) / विशेष सं 82 एस० एस० II (ग)]

S.O. 4126.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Chief Settlement Commissioner hereby delegates to the Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, exercising the powers of the Deputy Chief Settlement Commissioner his powers under rule 87, 88, 90(1)(a), 90(1)(b), 90(11), 90(12) and 101, framed under the said Act, with immediate effect for the purpose of disposal of all acquired evacuee properties forming part of compensation pool, transferred to the State Government of Gujarat, under administrative and financial arrangements.

2. This supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(D) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(D)]

का. ०४१२७.—निष्कात सम्बल प्रशासन अधिनियम, १९५० (१९५० का ३१) की धारा ५५ की उपधारा (३) द्वारा महाभिरक्षक के रूप में मुख्य प्रदल शक्तियों का प्रयोग करते हुए, मैं एम० के० अम०, इसके द्वारा, इस विभाग की अधिसूचना संख्या १(२१)/वि० मै०/८२-गृ० एस०-II दिनांक २२ नवम्बर, १९८२ द्वारा उप महाभिरक्षक के रूप में नियुक्त गुजरात सरकार, राजस्व विभाग के उप सचिव (पुर्ववास) को महाभिरक्षक की महाभिरक्षक जी निम्नलिखित शक्तियां सौंपता हूँ।

- (i) अधिनियम की धारा २४ तथा २७ के अधीन शक्तियां।
- (ii) अधिनियम की धारा १०(२)(०)/के अधीन किसी भी निष्कात सम्बल के हस्तान्तरण के अनुमोदन की शक्तियां।
- (iii) निष्कात सम्बल प्रशासन (केन्द्रीय नियमावली, १९५० के नियम ३०ए के अधीन मामलों के हस्तान्तरण की शक्तियां।

२ इसमें दिनांक ८-१-८२ की अधिसूचना स० १(३)/वि० संख्या ७९ एम० एस०-II(अ) का अधिकरण किया जाता है।

[संख्या-१ (२१)/वि० मै०/८२-गृ० एस०-II(अ)]
एम० के० बसु, महाभिरक्षक

S.O. 4127.—In exercise of the powers conferred on me, as Custodian General by Sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), I, S. K. Basu, hereby delegate to Deputy Secretary (Rehabilitation), Government of Gujarat, Revenue Department, appointed as Deputy Custodian General vide this Department's Notification No. 1(21)/Spl. Cell/82-SS. II, dated the 22nd November, 1982, the following powers of the Custodian General with immediate effect.

- (i) Powers under Sections 24 and 27 of the Act.
- (ii) Powers of approval of transfer of any evacuee property under Section 10(2)(O) of the Act.
- (iii) Powers of transfer of cases under Rules 30-A of the Administration of Evacuee Property (Central) Rules, 1950.

2. This supersedes Notification No. 1(3)/Spl. Cell/79-SS. II(F) dated 8th January, 1982.

[No. 1(21)/Spl. Cell/82-SS. II(F)]
S. K. BASU, Custodian General.

(अमूल विभाग)

नई दिल्ली, 22 नवम्बर, 1982

का. आ. ४१२८ :—मैंसर्व चन्द्र प्रभा सिनटेक्स (प्राइवेट) लिमिटेड, वी. /सी., इण्डिस्ट्रियल एस्टेट, आगरा-बम्बई रोड, देवाल-१, (महा/३५८६) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपलब्ध अधिनियम, १९५२ (१९५२ का १९) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा १७ की उप-धारा (२-क) के अधीन छुट्टी दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का ममाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्रथक् अभिदाय या प्रोमियम का

संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उम्मीदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, १९७६ (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उप-धारा (२-क) द्वारा प्रदत्त शक्तियों का प्रयोग वरते हुए, और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शास्त्रीय के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट देती है।

अनुसूची

१. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखांगा तथा निरीक्षण के लिए ऐसी सूचिभाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

२. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की भारतीय के १५ दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा १७ की उप-धारा (३-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

३. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत नेश्वाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेश्वाओं का अन्तरण निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

४. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें गंभीर नियम किया जाए, तब उस संशोधन की प्रति तथा नवमंचारियों की बद्दुसंस्था की भाषा में उसकी नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम से संदर्भ करेगा।

५. यदि दोषी ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बद्धित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन पाददों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

६. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बद्धित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन पाददों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

७. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशित की प्रक्रिया के रूप में शोने रकमों के अन्तर के बाराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी समीक्षन, नियंत्रण विधि आयुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ इन्हीं संशोधन से नवचारियों के हित पर प्रतिकूल प्रभाव पड़ने की चेतना हो, यहाँ प्रादेशिक भविष्य नियंत्रण आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकोण स्पष्ट करने का प्रयत्न अनुसार होगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले यदि किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन निगम नियत करे, प्रीमियम का रक्षाय करने में असफल रहता है, और पालिती को व्युपगत हो जाने दिया जाता है तो, छूट की जा सकती है।

11. नियोजक बाजार प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मूल सदस्यों के नाम-नियंत्रणितियों वा विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम नियंत्रणितियों/विधिक वारिसों की बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनाफ़ाचत करेगा।

[संख्या एस.-35014/328/82-पी. एफ.-2]

(Department of Labour)

New Delhi, the 22nd November, 1982

S.O. 4128.—Whereas Messrs Chandra Prabha Syntex (Private) Limited, B/C Industrial Estate, Agra-Bombay Road, Dewas-I, (MH/3535) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(328)/82-PF.II]

का. आ. 4129 :—मैसर्स हिको प्रोडक्ट्स लिमिटेड, 771, भोगल लेन, महिम, बम्बई-16, (महा/1535) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य नियंत्रण और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया

है) को भारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन दिया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिकारीय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शर्कितियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिदिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्राविदेशिक भविष्यत निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विवरणों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सूचियाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के संष्ट (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी घटयों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मरुत बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्यत निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्यत निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है, जो कर्मचारी को उस वशा में संवेद होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्म-

चारी के विधिक वारिस/नाम-निर्देशिति को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाद करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्राविदेशिक भविष्यत निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के ह्रात पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्राविदेशिक भविष्यत निधि आयुक्त, अपना अनुमोदन देने से पूर्व दबावारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तियूक्त अवसर देणा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिंसी भी व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यवितकम की दशा में उन मृत सदस्यों के तम-प्रीनीतियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तराधित्य नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकूत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकूत रकम प्राप्त होने के सात दिन के भीतर स्थानीकृत करेगा।

[संख्या एस-35014/327/82-पी. एफ.-2]

S.O. 4129.—Whereas Messrs Hico Products Limited, 771, Mogal Lane, Mahim, Bombay-16 (MH/1535) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefit admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(327)/82-PF.II]

का. आ. .4130 :—मैसर्स जनरल इंसोरेन्स क्लोरेशन आफ इण्डिया, इण्डिस्ट्रियल एन्मोरेन्स बिल्डिंग, चैथी मजिल, अचं गट, बम्बई-20 (महा/16050) (जिसे इसमें इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपचान्त्र अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की आरा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किमी पथक अभिन्न या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की आरा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाय अनुसूची में विनिर्दिष्ट इनों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है :

अन्सूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रार्थीशँ धविष्य निधि आयकृत महाराष्ट्र (बम्बई) को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रायेक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की आरा 17 की उप-धारा (3-क) वे लण्ठन (क.) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रसात किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी इन्हों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संबोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वहांसंख्या की भाषा में उसकी मरुद बातों का अन्वान, गणपन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किमी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सम्म्य के रूप में उसका नाम तरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध प्राप्ति बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि नी जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए मात्र हिक बीमा स्कीम के अधीन उपलब्ध फायदे या फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, परिवर्तन कर्मचारी की मरुद पर इस स्कीम के अधीन सन्तोष रखने उग रकम से कम है, जो कर्मचारी को उस दशा में सदैय होती। जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिम/नाम-निर्देशिती को नियोजक के रूप में देने उग रकमों के अन्तर के बाबत रकम का संवाद करेगा।

3. सामूहिक बीमा स्कीम के उपचान्धों में कोई भी संशोधन, प्रावेशिक भवित्व निधि आयकृत महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रावेशिक भवित्व निधि आयकृत, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण अप्स्ट करने का व्यक्तियुक्त अवसर दिगा।

9. यदि किसी कारणबद्ध स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छूट का है अधीन नहीं रह जाता है, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणबद्ध स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छूट का है अधीन नहीं रह जाता है, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय भे ट्रिक्ट आगे किसी व्यक्तिक्रम की दशा में उन मत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फादरों के संदाय का उस रक्षायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मत्त्य होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ दिन द भीतर प्रिनियोजित करेगा।

[मरुद्या एस-35014/324/82-पी. एफ.-2]

S.O. 4130.—Whereas Messrs General Insurance Assurance Building, 4th Floor, Churgate, Bombay-20 (MH/16050) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(324)/82-PF.II]

S.O. 4131 :—मैसर्स चरण इंजीनियरिंग कारपोरेशन प्रिमिटेड, सं. 4-ए गड्स शेड रोड, पोलार्डी-642001, तमिल नाडु राज्य (टी. एन./8505), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भवित्व निधि और प्रकीर्ण उपचान अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-भाग (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिनव या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन घटयों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है), के अधीन उन्हें अनुज्ञय हैं;

उक्त केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसंधी में विनिर्दिष्ट घटयों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त तमिल नाडु (मद्रास) को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक गास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के साथ (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बामा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण पभारों का संदाय आदि भी है, होने वाले सभी घटयों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उसकी मूल्य बातों का अन्वाद, रथापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही संदर्भ है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा रकीम के सदस्य के रूप में उसका नाम तरन वर्ज करेगा और उसकी दावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा रकीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए नामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन उन्हें हैं।

7. सामूहिक बीमा स्कीम में किसी बात के दौरं छूए भी, यदि किसी कर्मचारी की मूल्य पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, तमिल नाडु के पर्व अनुमोदित के जिन नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वह प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदित करने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का प्रयत्न युक्त अवसरा देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी भीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत सारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत कर, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यवस्था हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में त्रूट गए किसी व्यवत्रिक की दशा में उन मृत सदस्यों के नाम-निर्देशितीयों या विधिक वारिसों को जो यदि वह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितीयों/विधिक वारिसों की बीमाकृत रकम का राष्ट्राय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/323/82-पी. एफ.-2]

S.O. 4131.—Whereas Messrs Gheran Engineering Corporation Limited, No. 4-A Goods Shed Road, Pollachi-642001, Tamil Nadu State (TN/8505), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu (Madras), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereto, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefit admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu (Madras) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11 In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(323)/82-PF.II]

का० आ० 4132.—मैसर्ज बालचन्द्रगर इण्हस्ट्रीज लिमिटेड (डिस्ट्री), पो०प्र०० बालचन्द्रगर, जिला पुणे, महाराष्ट्र स्टेट (महा/1587) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीय उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

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और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभियाय या प्रीमियम का संबंध किए जिवा ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप महवद् बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त विकल्पों का प्रयोग करने हुए और इससे उपाय अनुमति में विनियिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अधिक लिए उक्त स्कीम के मध्ये उपबन्धों के प्रत्यंतम से छूट देती है।

अनुमति

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेख रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अस्तर्गत लेखार्डों का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखार्डों का अल्लर, निरीक्षण प्रभारों का संदाय आदि भी है, हीने वाले सभी अध्यों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और कभी जब उनमें संशोधन किया जाए, तब उम्म संशोधन की प्रति तथा कर्मचारियों की अद्वायत्या की भाषा में उसकी मूल्य वालों का प्रनवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सवाल है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सवाल के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत प्रावेशिक प्रीमियम भारतीय जीवन बीमा निगम को संबल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे देते जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे में समुचित छूट से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवैय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवैय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिवेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना भूती किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभावना हो, वहाँ प्रावेशिक भविष्य निधि प्रायुक्त, प्रपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का गुप्तसमुक्त अवसर करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उन भासुधिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रख जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियम तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियम करें, प्रीमियम का संबंध करने में असफल रहता है, और पांचिसी को व्यापत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संबंध में किए गए किसी व्यतिक्रम की दृष्टि में उन मूल मक्कियों के नाम निर्देशितियों या विधिक वारिसों को जो यदि वह छूट न दी गई होतों तो उन स्कीम के प्रत्यंगत होते, बीमा फ़र्दों के संबंध द्वा उन्नदाधिक्ष नियोजक पर होगा।

12. उक्त स्थान के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी व्यवस्था की पृथ्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संबंध नियमता में और प्रत्येक वशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संघा एस-35014/322/82-पी०एफ०-II]

S.O. 4132—Whereas Messrs Walchandnagar Industries Limited (Distillery), Post Office Walchandnagar, District Pune, Maharashtra State (MH/1587), (hereinafter referred to as the said establishment) have applied for exemption under as and when amended, alongwith a translation of the salient Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in big establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/322/82-PF. III]

S.O. 4133—मैसर्स फाईचरअसास पिलिंगटर लिमिटेड, साल बहादुर शास्त्री मार्ग, आना-400602 (महा/7626), (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भवित्य नियम प्रीमियम उपचार अधिनियम, 1952 (1952 का 19) (जिसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपचारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

ओर केन्द्रीय सरकार का गमाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संबंध किए बिना हो, भारतीय जीवन बीमा नियम की भासुधिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक मनुक हैं जो कर्मचारी नियोजित सहवाल बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुकूल हैं;

परन्तु, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपचारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसके उपचार

अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन धर्मों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के मध्यम में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) को ऐसी विभागिता भेजेगा और ऐसे नेत्र रखेगा तथा निरीक्षण के लिए मुविधाय प्रवान करेगा जो केर्नीय सरकार समय-समय पर निर्दिष्ट है।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भोल्हर संघर्ष करेगा जो केर्नीय सरकार, उक्त अधिनियम की पारा 17 की उपधारा (3क) के बाइ (क) के अधीन समय-समय पर निर्दिष्ट है।

3. मामूलिक बीमा स्कीम के प्रशासन पर, जिसके अन्तर्गत लेखाओं का रखा जाना विचारित है, प्रमुख किया जाना, बीमा प्रामियम का सदाय, सेवाओं का अन्तरण, निरीक्षण प्रभारी का भवाय आदि भी है, होने वाले सभी व्याप्ति का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक नेत्रीय नेत्रीय नायक द्वारा यथा अनुमोदित मामूलिक बीमा अधीन के नियमों की एक प्रति, और जब कभी उनमें संलग्नत किया जाए, तब उक्त मध्योद्धन की प्रति तथा कमन्यारियों की अनुमत्य की सापा में उसकी सुदृढ़ बालों का अनुबाद, स्थापन के गूचनापद्धति पर प्रदानित करेगा।

5. यदि काई ऐसी कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही मद्दत है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्शकरण और उसकी बावत आवश्यक प्रामियम भारतीय जीवन बीमा नियम को सहृदय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बदल जाते हैं, तो नियोजक सामूहिक बीमा रकीम के अर्द्धान कर्मचारियों को उपलब्ध कायदों में सम्मिलित रूप से वृद्धि वा जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए मामूलिक बीमा अधीन के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों तो उक्त स्कीम के अधीन अनुज्ञा है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन सदेय रकम उस रकम से कम है, जो कर्मचारी को उस दण में संवेद होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिगति/नामनिवैषिति को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. भासुलिक बीमा स्कीम के उपबन्धों से छोड़ भो संगोष्ठी, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना महीने किया जाएगा और जहां किसी गमोधान से कर्मचारियों के हित पर प्रतिरूप अभाव पड़ने की संभवता हो, अब भी प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अभाव देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाने हैं या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले कायदे किसी रूप से कम हो जाते हैं तो यह छूट रह की आ सकती है।

10. यदि किसी कारणवश, नियोजक उस नियन तारीख के अंतर, जो भारतीय जीवन बीमा नियम नियन करें, प्रामियम का सदाय करने में असफल रहता है, और पालिसी की अपेक्षा द्वारा जाने किया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रामियम के संबंध में किए गए किसी व्यतिक्रम का दशा में उन मूल मदस्यों के नाम निर्देशिता या विधिक वारितों का जो यदि यह छूट न हो गई होती तो उक्त स्कीम के अंतर्गत, हाते, बंदों कायदों के सदाय का उत्तरवाचिक निदान पर होगा।

12. उक्त स्थापन के सर्वथा गे नियोजक, इस स्कीम के अधीन आने वाले किसी मदस्य का भूल्य होने पर उसके हुग्कार नाम निर्देशिता/विधिक वारितों को बोनाइट रकम का सदाय तत्पत्ता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बोनाइट रकम प्राप्त होने के सात दिन के अंतर सुनिश्चित करेगा।

[संख्या: एस-35014/319/82-वा (एफ-1)]

S.O. 4133—Whereas Messrs Fibreglass Pilkington Limited, Lal Bahadur Shastri Marg, Thane-400602 (MH/7626) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount

that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employee to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014/319/82-PF. III]

का० आ० 4134.—मैसर्वं श्री बेंकटेश पेपर एण्ड बोर्डस (प्रा०) लिमिटेड, स्वामीनाथपुरम, मदाभुतुलम-642113 (टी एन/11266) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकोण उपबन्ध प्रधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त प्रधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किए जिता ही भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से अविकल्प अनुकूल हैं जो कर्मचारी निषेप सहबद्ध बीमा स्कीम, 1976 (प्रीसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उत्तेजनात्मक हैं;

प्रतः केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (2क) द्वाया प्रवल भविष्यों का प्रयोग करते हुए और इसमें उपबन्ध प्रधानमंत्री में विनिष्ट गतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मध्यवर्त में नियोजक प्रावेशिक भविष्य निधि आयुक्त लमिलनाडु को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी नुस्खा प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भारत की समाप्ति के 15 वर्ष के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त प्रधिनियम की धारा 17 की उपधारा (उक्त) के छष्ट (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के शास्त्र में, जिसके प्रत्यंत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, नियोजक प्रभारों का संवाय आदि भी है, होने वाले सभी शयों का अन्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा या प्रत्यंत सामूहिक बीमा स्कीम के नियमों की एक प्रति, उब कर्मी उनमें संशोधन किया जाए, तब उम संशोधन की प्रति सभा कर्मचारियों की दहसंघर्ष की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सुवन्नपट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त प्रधिनियम के अधीन छूट प्राप्त किती स्थापन की भविष्य निधि का पहले ही भवस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के भवस्य के रूप में उसका नाम सुन्दर दर्ज करेगा और उसकी जीवन अविशेष प्रीमियम भारतीय जीवन बीमा नियम को संदर्श करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बद्दाये जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदा में समुक्त रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन बनेंगे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/माननिवेशियों को प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा रकीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त लमिलनाडु के पूर्व अनुग्रहन के बिना नहीं किया जाएगा, और जहा किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रावेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को यथानुसार अपने के युक्तियुक्त अधिकार देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियत जारीय के भीतर, जो भारतीय जीवन बीमा नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाते रहिया जाता है तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अविकल्प की रूप में उन मूल सकर्त्तों के नाम नियंत्रितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो उक्त स्कीम के प्रत्यंत होते, बीमा फायदे के संवाय का उत्तरवाचिक भाव पर होगा।

12. उक्त स्थापन के मात्र में नियोजक, इस स्कीम के अधीन आने वाले किसी संबन्ध की मृत्यु होने पर उसके हक्कदार नाम नियंत्रितियों/विधिक वारिसों की बीमाहृत रकम का संवाय तत्पत्ता से और प्रत्येक वर्ष में भारतीय जीवन बीमा नियम से बीमाहृत रकम प्राप्त होने के बात विन के भीतर सुनिश्चित करेगा।

S.O. 4134.—Whereas Messrs Sri Venkatesa Paper and Boards (P) Limited, Swaminathputram, Madathukulam-642113 (TN/11266) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employee to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the

benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No S.-35014 (318)/82-PF. III]

कानून 4135—मैसेस मदेन्ट्रा ऑफिस लिमिटेड, पिसारी गुना-411018 (महा/7156) (जिसे इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि प्रोट्र प्रक्रीय उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और कर्मचारी का समावान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृष्ठ प्रभिताव या प्रमियम का संदाय किए बिना ही, भारतीय जीवन वीमा निपाक की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के हार में फालडे उठा रहे और ऐसे कर्मचारियों के लिए ये फालडे उन कायदों से अधिग्रन्तकृत हैं जो कर्मचारी निक्षेप सहवाय वीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुप्रयोग हैं;

या, कर्मचारी का धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद अनुसूची में विनिष्पित शर्तों के प्रधान रद्दते हुए, उक्त स्थापन की सीन वर्ष का अवधि के लिए उक्त स्कीम के सभी उपावदों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियंत्रण प्रारंभिक भविष्य निधि मालिक महाराष्ट्र की एसी विविधया बेंजेगा और ऐसे सेवा रद्देगा तथा निरीक्षण के लिए एसी सुविधाएं प्रदान करेगा जो कर्मचारी सम्बन्ध, समय समय पर निरिष्पत करें।

2. नियंत्रक, ऐसे विविधय प्रभाग वा प्रधेनक म स की समाजक के 15 विन के भीतर सदृश करेगा जो कर्मचारी सरकार, उक्त अधिनियम की धारा 17 की उआरा (3क) के अधृत (क) के अधीन समय-समय पर निरिष्पत करेगा।

3. सामूहिक वीमा स्कीम के वशालन या जिसके अन्तर्गत लेखांग का रद्दा जाना विवरणियों का प्रस्तुत किया जाना, अन्नीन प्रमियम का सदाय, सेवाओं का अन्तर्गत, निरीक्षण प्रभारों का सदाय भवि भी है, होते वहे सभी व्यापार का वहत नियंत्रक द्वारा नियंत्रण करेगा।

4. नियंत्रक, कर्मचारी सरकार द्वारा यथा अनुमोदित सामूहिक वीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति यथा कर्मचारियों की बहु सम्भा भी माया में उम्मी भूष्य वालों का अनुदान, स्थापन के सूक्ष्मान पर प्रक्षयित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि वा या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि,

पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक समूहिक बीमा स्कीम के सदस्य के रूप में उन्हाँना नाम तुरन्न दर्ज जाएगा और उसकी आवश्यक प्राप्तियाँ जीवन बीमा नियम का संक्षेप करेगा।

6. यदि उक्त स्कीम के वर्तीन कर्मचारियों को उपलब्ध कागदे व छाए जाते हैं तो, नियोजक समूहिक बीमा कम के अधीन कर्मचारियों का उपलब्ध फायदों में नमूना रूप से दुष्कृती की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए नमूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्रत्यक्ष होंगे, जो उक्त स्कीम के अधीन अनुबोध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के हांते द्वारा भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मन्त्रिय रकम उग रकम में कम है, जो कर्मचारी को उस दिन में सदेश होती, जब वह उक्त स्कीम के प्रधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम नियंत्रिती का प्रति कर के रूप में बानी रकमों के अन्वर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धियों में कोई भी राशीयन, प्रादेशिक प्रथित नियम आगुन महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और यह किसी यांत्रिक से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े का समाजना ना, वह प्रादेशिक अधिक व्यवस्था अनुमोदन देने से पूर्व कर्मचारियों को प्रसन्न दृष्टिकोण स्वल्प करने का युक्तियुक्त अनुसर देंगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस समूहिक बीमा स्कीम के, जिसे स्थापन पहले प्राप्त करका है अवैतन नहीं रह जाते हैं, या इस स्कीम के प्रवान कर्मचारियों का प्राप्त होने वाले फायदे किसी रूप से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियम करें, प्रोप्रियम का संदाय करने से असक्रुत रहता है, और पायितों का व्यवहार द्वारा जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियंत्रक द्वारा प्रेसियम के संदाय में किए गए किसी अतिक्रम की रूपांतर में उन मूल स्वत्त्वों के नामे नियंत्रितीयों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वाले फायदों के संक्षय का उत्तरदायित्व नियंत्रक पर होगा।

12. उग राशीन, के मध्य में नियोजन, इस स्कीम के अधीन घोने वाले किसी सदस्य की मृत्यु होते पर उसके हकदार नाम नियंत्रितीयों विधिक वारिसों की वीमाकृत रकम का मध्याय स्वत्त्वना से और ग्राहक दिन में भारतीय जीवन बीमा नियम से वीमाकृत रकम प्राप्त होने के सात दिन के भीतर नियमित करेगा।

[संख्या प्रा-35014/317/82-पौ.एफ. 5]

S.O. 4135.—Whereas Messrs Mahindra Owen Limited, Pimpri, Poona-411018 (MH/7156) (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section(2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

claimants/legal heirs entitled for it and in any case within 14 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S-35014 (317)/82-PF. II]

नई विनी, 24 नवम्बर, 1982

का० आ० 4136.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बैकरी ग्रुप, गांधीग्राम-डाकघर और प्रबन्ध विभाग, गांधीग्राम मार्मीण संस्थान, गामी घास-624302, जिला मदुराई (तमिलनाडु) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपचार अधिनियम, 1952 (1952 का 19) के उपचार उक्त स्थापन को लागू किए जाने चाहिए;

अत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपचार उक्त स्थापन को लागू करती है।

[स० एम-35019/143/92-पी०एफ-1]

New Delhi, the 24th November, 1982

S.O. 4136.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bakery Unit, Department of Rural Industries and Management, Gandhigram Rural Institute, Gandhigram-624302, Madurai District (Tamil Nadu), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019(143)/82-PF. II]

का० आ० 4137.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अनुकंपा बी-6, इंडस्ट्रियल एस्टेट सनाथनगढ़, हैदराबाद-18, नामक स्थापन से गम्भीर नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपचार अधिनियम, 1952 (1952 का 19) के उपचार उक्त स्थापन को लागू किए जाने चाहिए

अत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपचार उक्त स्थापन को लागू करती है।

[स० एम-35019/147/92-पी०एफ II]

S.O. 4137.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anukampa, B-6, Industrial Estate, Sanathnagar Hyderabad-18, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019(142)/82-PF. II]

का० आ० 4138.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीनाकरण टाकोरी, न० 15 और 16, कालेजटर मानिका मुद्रालियर

स्ट्रीट, वेल्लोर टाङ्कन-632001, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपचार अधिनियम, 1952 (1952 का 19) के उपचार उक्त स्थापन को लागू किए जाने चाहिए

अत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपचार उक्त स्थापन को लागू करती है।

[स० एस-35019/111/82-पी०एफ-2]

S.O. 4138.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dinakaran Talkies, No. 15 and 16, Contractor Manicka Mitalar Street, Vellore Town-632001 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019(141)/82-PF. II]

का० आ० 4139.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एम्ब्रोसा मार्केटिंग एजेंसीज इन्डस्ट्रियल एस्टेट, पांडिचेरी-9, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपचार अधिनियम, 1952 (1952 का 19) के उपचार उक्त स्थापन को लागू किए जाने चाहिए,

अत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपचार उक्त स्थापन को लागू करती है।

[स० एस-35019/140/82-पी०एफ-2]

S.O. 4139.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ambrosa Marketing Agencies, Industrial Estate, Pondicherry-9, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019 (140)/82-PF. III]

का० आ० 4140.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीनाकरण टाकोरी, 8/145, साथी रोड गांधीपुरम, कोयम्बटूर-12, तमिलनाडु, नामक स्थापन से गम्भीर नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपचार अधिनियम, 1952 (1952 का 19) के उपचार उक्त स्थापन को लागू किए जाने चाहिए,

अत. केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपचार उक्त स्थापन को लागू करती है।

[स० एस-35019/139/82-पी०एफ-2]

S.O. 4140—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jects Engineering Company, 8/145, Sathy Road, Gandhi-puram, Coimbatore-12, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment

[No. S-35019 (139)/82-PF. II]

का० आ० 4141—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीवत्सा प्लास्टिक महाबलीपुरम भाग, भौगोलिक थोराइपक्स कम मद्रास-96, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपबारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35019/138/82-पी०एफ०-2]

S.O. 4141—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Srivatsa Plastics, Mahabalipuram Road, Oggium, Thoraipakkam, Madras-96, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (138)/82-PF. II]

का० आ० 4142—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रिण्टर, स्वप्ना, सिनेमा स्ट्रीट, काकिनाडा-533007 (भान्ध प्रदेश) नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपबारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35019/137/82-पी०एफ०-2]

S.O. 4142—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Theatre Swapna, Cinema Street, Kakinada-533007 (Andhra Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (137)/82-PF. II]

का० आ० 4143—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पटेल सारा (सो) मिस, महात्मा गांधी मर्ट बॉल्डर जेपोर, कोरा-पट, उड़िसा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपबारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35019/133/82-पी०एफ०-2]

S.O. 4143—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Patel Saw Mill, Mahatma Gandhi Road, Post Office Jeypore, Koraput, Orissa, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (133)/82-PF. II]

का० आ० 4144—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रायल बेकरी, मेन रोड, जेपोर, कोरापट, उड़िसा, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपबारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35019/132/82-पी०एफ०-2]

S.O. 4144—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Royal Bakery, Main Road, Jeypore, Koraput Orissa, have agreed that the provisions of the Employees' Provident Funds Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (132)/82-PF. III]

का० आ० 4145—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स उड़िसा सीमेंट एम्प्लाइंज कंज्यूमर्स को-ऑपरेटिव रेटन्स लिमिटेड, डाकघर राजगंगापुर, सुदर्शनपुर, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपबारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35019/131/82-पी०एफ०-2]

S.O. 4145.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Orissa Cement Employees Consumers' Co-operative Stores Limited, Post Office Rajgangpur, Sundargarh, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019 (131)/82-PF. II]

का० आ० 4146.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स क्रेसेन्ट वालव्स मैन्युफैक्चरिंग कंपनी (प्राइवेट) लिमिटेड, प्लाट सं. 135 एम० ग्राइंड डी० सी० इंडस्ट्रियल एरिया, ट्रॉल थाणे कॉक. जिसके अन्तर्गत 48-50, शाजी पाला स्ट्रीट, मुम्बई-3 स्थित उसका न्यू बाम्बे रेजिस्ट्रीड और विक्रय कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35018/71/82-प० एफ०-2]

S.O. 4146.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Crescent Valves Manufacturing Company (Private) Limited, Plot No. 135, MIDC Industrial Area, Trans Thane Creek, New Bombay including its Registered and Sales Office at 48-50, Bhajipala Street, Bombay-3 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/71/82-PF. III]

का० आ० 4147 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स न्यू बाम्बे वृद्धवर्स, प्लाट सं. डी-143, ट्रॉल थाणे कॉक इंडस्ट्रियल एरिया, शिरवणे गांव, ठाणे बेलापुर रोड, जिला थाणे जिसके अन्तर्गत मोतीलाल सा मिल, ई. एस. पाटनवाला मार्ग, चौरापदेव, मुम्बई-33, स्थित इसका कार्यालय भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35018/70/82-प०. एफ०-2]

S.O. 4147.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs New Bombay Wood Works, Plot No. D-143, Trans-Thane

Creek Industrial Area, Shirvane Village, Thana, Bellapur Road, District Thane including its office at Motilal Saw Mill, E. S. Patanwala Marg, Chorapdeo, Bombay-33, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018 (70)/82-PF. II]

का० आ० 4148—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेचुरी रेयान एम्प्रॉइज कॉ-प्रापरेहिंड केडिट सोसाइटी लि०, मार्फत सेचुरी रेयन मुर्बाद मार्ग, शाहद-421103, जिला थाना नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन की लागू करती है।

[सं. एस-35018/51/82-प०. एफ०-2]

S.O. 4148.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Century Rayon Employees' Co-operative Credit Society Limited, Care of Century Rayon, Murgad Road, Shahdad-421103, District Thana have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/51/82-PF. III]

का० आ० 4149.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स द्राम ओपियज एजेंसी, 65, बजाज भवन, नरिमन प्लायंट, मुम्बई-21 द्वारा भी-41, द्वारकामप्लान, कनॉट प्लेस, नई दिल्ली-1, स्थित शाखा कार्यालय सहित, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस-35018/40/82-प०. एफ०-2]

S.O. 4149.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Trans Ocean Agency, 65, Bajaj Bhavan, Nariman Point, Bombay 21, including its branch office at C-41, Dwarka Sadan Connaught Place, New Delhi-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018/40/82-PF. III]

का०आ० 4150.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्पेक्ट्रम फिनिशर्स, स्पेक्ट्रम इस्टेट, प्लॉट सं० 123, स्ट्रीट सं० 17, एम० माइ० डी० सी० (मनरेल) अंधेरी, मुम्बई-93, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/33/82-पी० एफ-2]

S.O. 4150.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Spectrum Finishers, Spectrum Estate, Plot No. 123, Street No. 17, MIDC (Moral), Andheri (East), Bombay-93, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35014/33/82-PF. II]

का०आ० 4151.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पार कम्प्यूटर सर्विसेज 417, तुलसिआनी चैम्बर्स, नरिमन प्लाईंट, मुम्बई-21, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/32/82-पी० एफ-2]

S.O. 4151.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Par Computer Services, 417, Tulsiani Chambers, Nariman Point, Bombay-21, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S. 35018(32)/82-PF. II]

का०आ० 4152.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एस० प्रार० सो० रोल फॉमिंग (प्राइवेट) लि० एफ-3, चिकलथाना इंडस्ट्रियल इस्टेट ऑरंगाबाद-1 और उसके स्टोल प्रोसेसर्स कम्पाउंड, विलेज रोड, शाडुप मुम्बई, स्थित पंजीकृत कार्यालय सहित, नामक स्थापन से सम्बद्ध नियोजक कर्मचारियों को बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किये जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/31/82-पी० एफ-2]

S.O. 4152.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs S. R. C. Roll Forming (Private) Limited, F-3, Chikalthana Industrial Estate, Aurangabad-1, including its Registered office at Steel Processors Compound Village Road, Bhandup, Bombay-78, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(31)/82-PF. II]

का०आ० 4153.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कन्सो-लिडेटिंग प्लास्टिक्स, 55, सिद्धपुरा इंडस्ट्रियल इस्टेट, मसरानी लेन, कुर्ला, मुम्बई-70, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/28/82-पी० एफ-2]

S.O. 4153.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Consolidated Plastics, 55, Sidhpura Industrial Estate, Masrani Lane, Kurla, Bombay-70, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(28)/82-PF. III]

का०आ० 4154.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जिनीथ क्रेडिट कारपोरेशन, 19, आर एन० मुखर्जी रोड, कलकत्ता-700001, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35017/240/82-पी० एफ-2]

S.O. 4154.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Zenith Credit Corporation, 19, R.N. Mukherjee Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(240)/82-PF. II]

का० आ० 4155—केन्द्रीय सरकार को यह प्रतीत होता है कि मैरासं बंगाल इंजिनियरिंग कार्पोरेशन, 121, नेताजी सुभाष रोड, कलकत्ता-1 तथा इसकी शाखा आफिस, 14-बी, महार्पी डेबेन्ड्रा रोड, कलकत्ता-700007 और कैट्टी, पिरगाचा बांड, 24 परगाना, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकोण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अत वेन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/239/82-पौ० एफ-2]

S.O. 4155.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bengal Engineering Corporation, 121, Netaji Subhas Road, Calcutta-1 including its branch office at 14-B Maharshi Debendra Road, Calcutta and the factory at Purgacha, Badu, 24-Parganas, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(239)/82-PF. II]

का० आ० 4156—केन्द्रीय सरकार को यह प्रतीत होता है कि मैरासं बैंस्ट बंगाल इंडस्ट्रियल ईफरा-स्ट्रक्चर डेवेलपमेंट कार्पोरेशन पी-34, सी० आई० टी० रोड (दूसरी, तीसरी और चौथी मंजिल) कलकत्ता-14 जिसके अंतर्गत (1) बल्याणी, बी०-6/239, कल्याणी, जिला नाडिया (2) खड़गपुर, कौशल्या, खड़गपुर-721301, जिला मिदनापुर और (3) हालिया, हम्मून० बी० आई० प्राई० डी० सी० रोड (गेटो कार्बन कारखाने के निकट) छाक्यर हालिया नेल परिकरणी, जिला बिहारपुर स्थित शाखाएं शामिल भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए;

अत वेन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/92/82-पौ० एफ-2]

S.O. 4156.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The West Bengal Industrial Infra-Structure Development Corporation, P-34, C.I.T. Road, (2nd, 3rd and 4th Floor), Calcutta-14 including its branches at (1) Kalyani, B-6/239, Kalyani, District Nadia (2) Kharagpur, Kaushallya, Kharagpur-721301, District Midnapore and (3) Haldia, W.B.I.I.D.C. Road (near Petro Carbon Factory), Post Office Haldia Oil Refinery, District Midnapore, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

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Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(92)/82-PF. II]

का० आ० 4157—केन्द्रीय सरकार को यह प्रतीत होता है कि मैरासं माइर्न मशीनरी स्टोर्स, 96/5, धर्मताला रोड, धर्मताला, हावड़ा, पश्चिमी बंगाल जिसके अन्तर्गत 18-टी० एवेस्ट लिलिंग, 46, सी०, चौरांगढ़ी रोड कलकत्ता-71, स्थित इसका मूल्यान्वय और 127, जी० टी० रोड मालिया, हावड़ा द्वितीय इकाई भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अत वेन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एम-35017/90/82-पौ० एफ-2]

S.O. 4157.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Modern Machinery Stores, 96/5, Dharmatala Road, Ghuray, Howrah, West Bengal including its Head Office at 18-D, Everest Building 46C, Chowringhee Road, Calcutta-71 and Registered Office at 127, G.T. Road, Salkia, Howrah, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(90)/82-PF. II]

का० आ० 4158—केन्द्रीय सरकार को यह प्रतीत होता है कि मैरासं श्री बालाजी लेमिनेटिंग इंडस्ट्रीज, 35/A/3, बिल्बी बारिं घोष सारणी, कलकत्ता-67, जिसमें जिसके अन्तर्गत 19, रोलॉक स्ट्रीट कलकत्ता-1 स्थित उसका मूल्यान्वय भी है, नामक स्थापन से संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अत वेन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35017/88/82-पौ० एफ-2]

S.O. 4150.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shree Balaji Laminating Industries, 35/A/3, Biplobi Barin Ghosh Saini, Calcutta-67 including its Head Office at 19, Pollock Strett, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(88)/82-PF. II]

का० आ० 4159.—केन्द्रीय सरकार ने यह प्रतीत होता है कि मैसर्स फिल्डकार्ट हॉर्जनियर्स (प्राइवेट) लिमिटेड, 55 कैनिंग स्ट्रैट, बौ-भार्क, थोर्न मॉजिन कमरा 38, कलकत्ता-1, जिसके प्रदर्शन पों-83, बनारस मार्ग, चैन्पलघाट स्ट्रेट-5, म्यन इसका कारखाना भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य नियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अत केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एम० 35017/37/82-प०० एफ०-2]

S.O. 4159.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fylfot Engineers (Private) Limited, 55, Canning Street, B-Block, 3rd Floor, Room No. 38, Calcutta-1 including its Factory at P-83, Banaras Road, Belgachia, Howrah-5, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(37)/82-PF. II]

का० आ० 4160.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स घोष मेडिकल एजेंसी, 12/1-B पशुपति बोम लेन, कलकत्ता-3, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य नियम और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अत केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एम० 35017/36/82-प०० एफ०-2]

S.O. 4160.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ghosh Medical Agency, 12/1-B, Pashupati Bosc Lane, Calcutta-3, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(36)/82-PF. II]

का० आ० 4161.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रसोनिस मार्केंट सुन्दरबन लाउच मिडीकेट, बांदपाल घाट, रुड़ेच भाग, कलकत्ता-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य नियम और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अत केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एम० 35017/38/82-प०० एफ०-2]

का० आ० 4161.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs M. V. Adonis, Care Of Sundarban Launch Syndicate, Chandpalghat Strand Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(38)/82-PF. III]

का० आ० 4162.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स निहारिका, मार्केंट सुन्दरबन लाउच मिडीकेट चौदपाल घाट स्ट्रैट मार्ग कलकत्ता-1, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य नियम और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन का लागू किए जाने चाहिए;

अत केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है।

[स० एम० 35017/39/82-प०० एफ०-2]

S.O. 4162.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs M. V. Niharika, Care Of Sundarban Launch Syndicate, Chandpalghat, Strand Road, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(39)/82-PF. III]

का० आ० 4163.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री हरि ट्रेडर्स 86, के० एन० सी० मार्ग, बाराम्ब 24-परगना पश्चिमी बंगाल, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की वहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य नियम और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अत केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है।

[स० एम० 35017/40/82-प०० एफ०-2]

S.O. 4163.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Hari Traders, 86, K. N. C. Road, Barasat, 24-Parganas, West Bengal, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(40)/82-PF. III]

का० आ० 4164.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स ईंडर्ट केमिकल लिमिटेड 16-ए, रफ़ा अट्टमद न्हिवें मार्ग, कलकत्ता-16 जिसके अन्तर्गत बारकर मार्ग, पोस्ट ब्राउन स० 47 पुरुलिया, पश्चिम बंगाल स्थित इमारत का नाम शामनाथ देब और 10 इकाई आवाग्य अपार्टमेंट्स, २ शामनाथ मार्ग, दिल्ली-५४ स्थित इमारत का नाम भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त अधिनियम का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस० 3501757/41/82-पी० एफ० २]

S.O. 4164.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Eastern Chemosar Limited, 46-A, Rafi Ahmed Kidwai Road, Calcutta-16 including its Head Office at Barakar Road, Post Box No. 47, Purulia, West Bengal, Factory at Vill., Damda, Post Office Simulia District Purulia, West Bengal and Branch at 10, Dupleix Oberoi Apartments 2, Sham Nath Marg, Delhi-54, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(41)/82-PF. II]

का० आ० 4165.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मुचार कर्मचारियों कम्पनी ५७३, ब्लॉक एन, न्यू अलिपोर कलकत्ता-५३, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा अधिनियम का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस० 35017/57/82-पी० एफ० २]

S.O. 4165.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sucharu Commercial Company, 573, Block-N, New Alipore, Calcutta-53, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(57)/82-PF. II]

का० आ० 4166.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंड्रियैंस, ११, ऑल्ड पोस्ट ओफिस स्ट्रीट, कलकत्ता-१, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए।

इस गढ़ है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त अधिनियम का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस० 35017/58/82-पी० एफ० २]

S.O. 4166.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Indrani Engineers, 11, Old Post Office Street, Calcutta-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(58)/82-PF. III]

का० आ० 4167.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डोस्को ३२७, आर० एन० गुडा मार्ग, इस दम कलकत्ता-२८, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त अधिनियम का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस० 35017/59/82-पी० एफ० २]

S.O. 4167.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dosco, 327, R. N. Guha Road, Dum Dum, Calcutta-28, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(59)/82-PF. III]

तदृष्टि दिल्ली, २५ नवम्बर, 1982

का० आ० 4168.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सम्मान, २६, पार्क लेन, कलकत्ता-१६, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुमत्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निवि और प्रकार्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपर्युक्त उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त अधिनियम का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस० 35017/60/82-पी० एफ० २]

New Delhi, the 25th November, 1982

S.O. 4168.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Samman, 26, Park Lane, Calcutta-16, have agreed that the provisions of

the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35017(60)/82-PF. III]

नई दिल्ली, 26 नवम्बर, 1982

का० आ० 4169:—कर्मचारी ग्राहकों अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शर्तों का प्रयोग करने हुए, केन्द्रीय सरकार एन्डहारा 28 नवम्बर, 1982 को उस तारीख के रूप में नियन्त करने हैं, जिसको उक्त अधिनियम के प्रधारा 4 (धारा 44 और 45 के मिलाप जो पठने ही प्रवृत्त की जा चुकी है) और प्रधारा 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के मिलाप जो पठने ही प्रवृत्त की जा चुकी है) के उपर्योग आनंद राज्य के निम्नलिखित भौतिक में प्रवृत्त होगे, यथात्—

1. सभूकः पश्चिम गोदावरी जिले के तनुकु तालुक में (पूर्वी) नेश्वरल्ली, अज्ञानपुरम, कापावरम, विरुद्ध (पश्चिमी) मस्त्याका, सज्जनपुरम, चिवानम, (उत्तरी) के सावारम, टॉ० बैमावरम, पालंगी दक्षिणी बैलपूर, कोमारावरम, फॉ० इलिन्द्रालाला के राजस्व ग्रामों के अन्तर्गत आने वाले तनुकु भौति।
2. चिवानम ग्रामीण गोदावरी जिले के तनुकु तालुक में (पूर्वी) तनुकु के० मावारम, मन्द्राजावरम, (पश्चिमी) अन्द्राजावरम सेताली (उत्तरी) अन्द्राजावरम, (विभिन्नी)० तेताली, सज्जनपुरम के राजस्व ग्रामों के अन्तर्गत आने वाले चिवानम भौति।
3. पैदिपारु पश्चिमी गोदावरी जिले के तनुकु तालुक में (पूर्वी) थमाऊजापुरम, (पश्चिमी) मन्दपक, वैनासी, (उत्तरी) अन्द्राजावरम, (विभिन्नी) मन्दपक के राजस्व ग्रामों के अन्तर्गत आने वाले पैदिपारु भौति।

[सं. प्र०-38013/37/82-प.च० प्राई.]

New Delhi, the 26th November, 1982

S.O. 4169.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th November, 1982 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely:—

1. Tanuku.—The area of Tanuku within the revenue villages of (East) Peravalli, Ajiram, Kapavaram, Wippurru (West) Mandapaka, Sajjapuram, Chivatam, (North) K. Savaram, T. Vemavaram, Palangi (South) Velpur, Komaravaram K. Illindalaparru in Tanuku Taluk, of West Godavari District.
2. Chivatam.—The area of Chivatam within the revenue villages of (East) Tanuku, K. Savaram, Undrajavaram (West) Undrajavaram, Tetali, (North) Undrajavaram (South) Tetali, Sajjapuram in Tanuku Taluk of West Godavari District.
3. Paidiparru.—The area of Paidiparru within the revenue villages of (East) Sajjapuram, (West) Mandapaka, Tetali, (North) Undrajavaram, (South) Mandapaka in the Tanuku Taluk of West Godavari District.

[No. S-38013/37/82-HI]

नई दिल्ली, नवम्बर 19-82

का० आ० 4170:—मैसर्स जगजीह काटन टैक्सटाइल मिल्स लिमिटेड, कारापाड़ा, पंजाब (पंजाब/16), जिसे इसमें इसके पश्चात् उक्त स्थान कहा गया है) ने कर्मचारी भविष्य त्रिविधि और प्रक्रिया उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है; जिसका मुद्रावालय नई दिल्ली में नया कारबखाने जगतपुर, देल्ही और प्रबोहर तथा अहमदाबाद, जयपुर, कानपुर, मद्रास और नागपुर स्थित विक्री कार्यालय जो काड़ नं. य०/१६ के अन्तर्गत कन्त्रित रूप से आने हैं, के सबूत में,

ओर केन्द्रीय गवर्नर का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूर्यक योग्यता का प्रीमियम की सदाय किए जाने ही, आनंदीय जीवन और सामूहिक बीमा स्कीम के अधीन जीवन बीमा के स्थान में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये काफी उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरोध है।

इति, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शर्तों का प्रयोग करने हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के गभीर उदयों के प्रवर्तन से छूट देती है।

अन्तस्त्र॑ची

1. उक्त स्थापन के संबंध में नियोजक प्राविधिक भविष्य त्रिविधि आयुक्त पंजाब को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा नया निरीक्षण के लिए ऐसी सुविधाएँ प्रशंसन करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विळ करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खंड (क) के अधीन गमय-समय पर निर्विळ करे।

3. गामूहिक बीमा स्कीम के प्रणाली में, जिसके प्रत्येक सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय लेखा जाना का अन्तरण, निरीक्षण प्रभारी का संवाय आदि भी है, होने वाले सभी अधीक्षों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति यथा कर्मचारियों की बहुसल्लाह को भाषा में उसकी मुद्रण बातों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य त्रिविधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया है, स्थापन की भविष्य त्रिविधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के वरस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वायव आवश्यक प्रीमियम आनंदीय जीवन बीमा नियम की संतुल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारीयों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में सम्बन्धित रूप से वृद्धि की जाने की अवस्था करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों में प्रधिक अनुकूल हों, जो उक्त स्थीन के अधीन अनुरोध हैं।

7. मामूलिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेश रकम पर उस रकम से कम है, जो कर्मचारी को उस वशा में संदेश होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक भारिस/नियन्त्रित होने को प्रतिक्रिया के रूप में वोनों रकमों के अंतर के बावजूद रकम का संशय करेगा।

8. मामूलिक बीमा स्कीम के उपवंधों में कोई भी संघीन, प्रादेशिक विधिय नियंत्रित पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संघीन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक विधिय नियंत्रित, अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण सम्पर्क करने का गुक्तियुक्त प्रबल देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुक है अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले काफ़ादे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियम नियत करें, आमियम का संदाय करने में प्रसकल रहता है, और पालिसी को व्यपक हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी घटिकम की वशा में उन मूल सदस्यों के नामनिवित्तियों या विधिक भारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा काफ़ादों के संदाय का उत्तराधिकृत नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हुक्मदार नाम निवित्तियाँ/विधिक भारिसों को बीमाकृत रकम का संवाध तत्पत्ता से शोर प्रत्येक वशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/215/82-पी०एफ-II]
ए० के० भट्टराई, अध्यक्ष सचिव

(Department of Labour)

New Delhi, the 25th November, 1982

S.O. 4170.—Whereas Messrs Jagatjit Cotton Textile Mills Limited Phagwara, Punjab (PU/16) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act); in respect of their Head Office in New Delhi, Factories at Jagraon, Khanna and Abohar and the Sales Offices at Ahmedabad, Jaipur, Kanpur, Madras and Nagpur which are centrally covered under Code No. PU/16.

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment or benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014 (215)/82-PF-II]

A. K. BHATTARAI, Under Secy.

विस्त मंत्रालय

(विवर शिक्षा)

नई दिल्ली, 30 नवम्बर, 1982

संख्या निं० 4171.—गण्डूपति, मंत्रिभान के अनुच्छेद 77 के खंड (३) के प्रभुसूचना में, विद्योग शक्तियों का प्रत्यायोजन नियम 1978 का ग्रीष्म संशोधन करने के लिए निम्नलिखित नियम बनाये हैं, अधिकृत—

(१) इन नियमों का संक्षिप्त नाम वित्तीय शक्तियों का प्रत्यायोजन (हस्तान संग्रहालय) नियम, 1982 है।

२ वित्तीय शक्तियों का प्रत्यायोजन नियम 1978 (जिसमें इसके पश्चात् उक्त नियम कहा जाता है) के नियम 13 के उपनियम (२) के परन्तु के खंड (३) के स्थान पर निम्नलिखित रद्दा जाएगा, अधिकृत—

(ग) विद्योग को प्राथमिक यूनिट या उप-शोधक जैसे ऐसी प्राथमिक यूनिट या उप-शोधक जिससे निधि का पुनर्वितरण किया जा रहा है, अथवा ऐसी प्राथमिक यूनिट या उप-शोधक जिसके लिए विद्योग का पुनर्वितरण किया जाना है जो भी कम हो, विद्योग के लिए मूल अधिकृत उपब्रह्म के द्वारा प्रतिशत से अधिक विद्योग का पुनर्वितरण,

३ उक्त नियम की प्रनुसूची के उपरंपर में भर्त ३ के मानने, भर्त ५ में, (क) विद्यालय पैरा १(क) के उपरांपर निम्नलिखित भूमि जाएगा, अधिकृत—

(क) राजपत्रिया शक्तियों के लिए—वस्तुतः दिये गए सवारी भाड़े प्रभार की प्रतिसूचना उस राजपत्रिया सरकारी सेवक को जो अपने मुख्यालय से ४ किमी० के घेरे में किसी गाँवारी में लोकिल के लिए यात्रा करता है जबकि स्थान कार उपब्रह्म नहीं होती और जबकि कोई यात्रा अनुरूप नहीं होता, निम्नालिखित शर्तों के अधीन की जा सकती—

(१) शामकोर्ट कर्तव्य पर और किया गया स्थान संबंधित सरकारी सेवक के कार्यालय से छांटे में छांटे मार्ग हाग एक किलोमीटर में कम नहीं है।

(२) यदि गेमे प्रधिक प्राक्षिप्तरों से शामकोर्ट कर्तव्य पर किसी विद्यालय स्थान के लिए अप्रभार होता अपेक्षित है तो उन्हें जहां तक संचाव हो आटोमिशन या अन्य सवारी मिलाकर लेरी चाहिए।

(३) नियन्त्रक आकिमर यह प्रमाणित करेगा कि स्थान कार संबंधित राजपत्रिया सरकारी सेवक द्वारा दी गई यात्रा के लिए उपब्रह्म नहीं की जा सकती।

टिप्पणी—विनागार्थक उपर्युक्त विधिशासनों के अधीन रहने हुए सवार प्रभारों की प्रपत्ति प्रतिसूचना को मंजूरी दे रहे।

(ख) पैरा २ में “उपर्युक्त वास्तविक दैक्षिण्यों में ही भाड़े पर सी जा सकते” शब्दों के स्थान पर “उपर्युक्त वास्तविक सवारी भाग प्रभार” शब्द रखे जाएंगे।

पैरा ३ में, “किन्तु दैक्षिण्य प्रत्यावरक विधायियों में ही भाड़े पर सी जा सकते” शब्दों के स्थान पर “किन्तु दैक्षिण्य प्रत्यावरक विधायियों में ही भाड़े पर सी जा सकती, यदि सामान या उपस्कर इन्होंने बढ़ा है कि उसे किसी आटोमिशन में नहीं से जापा जा सकता है”;

(ग) “साधारण विधिशासन” भोर्यक के नीचे—

(i) टिप्पणी (१) में “दैक्षिण्य भाड़े या अन्य” शब्दों का लोप किया जाएगा।

(ii) टिप्पणी (१) में “दैक्षिण्य अन्य” शब्दों का लोप किया जाएगा।

(iii) टिप्पणी (vi) में “दैक्षिण्य के ना ग्रहि” और वास्तविक शब्दों का लोप किया जाएगा।

(iv) टिप्पणी (vi) के पश्चात् निम्नलिखित टिप्पणी और स्वापित किया जाएगा, अधिकृत—

(vii) किसी सरकारी सेवक हाग चाहे वह राजपत्रिया है या प्रशासनिक, किसी भी परिविहितियों में दैक्षिण्य भाड़े पर लेने पर नुकसान नहीं है

(viii) लोकसभा में एक किलोमीटर से अधिक मात्रा के लिए इन्हीं स्थानों की राजगारी का उत्तरांत करने वाले आकिमर, यात्रा इत्यादि विधियों के अधीन उनको व्यवस्था भील भी की दृष्टि पर प्रतिसूचित का दावा कर सकेंगे।

४ उक्त नियमों की प्रनुसूची VII की नारिणी में “राजस्व की हालत” से सबविधि प्रविधिट के नीचे मद (१) के सामने, स्तर ३ में विधामान प्रविधिट के नीचे निम्नलिखित प्रति स्वापित किया जाएगा, अधिकृत—

“प्रधान-कर, धन-कर, दान-कर, विव-कर मरदान-शुल्क की व्यवसूलनीय शक्तियों का सवारा का कम करने के शक्तियों का प्रयोग यथा स्थिति प्रधान-कर प्रधितिम, 1961, धन-कर प्रधितिम, 1957 दान-कर प्रधितिम, 1958, विव-कर अधिनियम, संपदा शुल्क प्रधितियम, 1953 के उत्तरांत और, राजस्व विधाया आ केन्द्रीय प्रत्यक्ष कर वाई हाग इन्होंने अपने पर जारी किया गया अनुवेशों के अनुसार विवाहित किया जाएगा”।

टिप्पणी—भारत के राजपत्रिया भाग २, खंड (३), उपकार (ii) तारीख २२ जुलाई, 1978 में, प्रधिसूचना सं० एम० ०२११ द्वारा प्रकाशित वित्तीय शक्तियों का प्रत्यायोजन वियम, 1978 का तत्त्वावधार निम्नलिखित द्वाग संशोधन किया गया—

(i) प्रधिसूचना सं० एम० १८८७ तारीख ९-६-१९७९

(ii) प्रधिसूचना सं० एम० २९४२ तारीख १-९-१९७९

(iii) प्रधिसूचना सं० एम० २६११ तारीख ४-१०-१९८०

(iv) प्रधिसूचना सं० एम० २१६१ तारीख १५-८-१९८१

(v) प्रधिसूचना सं० एम० २१०४ तारीख ५-९-१९८१

(vi) प्रधिसूचना सं० एम० ३०७३ तारीख ५-९-१९८२

[सं० एक १(७)-६ II (ए)/८१]

के० एम० मेहना, अधर सचिव

(Department of Expenditure)

New Delhi, the 30th November, 1982

G.S.R. 4171.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely:—

1. (1) These rules may be called the Delegation of Financial Powers (Second Amendment) Rules, 1982.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 13 of the Delegation of Financial Powers Rules, 1978 (hereinafter referred to as the said rules), in the proviso

to sub-rule (2), for clause (c), the following shall be substituted, namely :—

"(c) re-Appropriation of funds exceeding 10 per cent of the original budget provision for either of the primary units of Appropriation or sub-head, i.e., the primary unit or sub-head from which the funds are being re-Appropriated or the primary unit or sub-head to which the funds are to be re-Appropriated whichever is less."

3. In Schedule V to the said rules, in Annexure, against item 3, in column 4,—

(a) for the existing paragraph 1(A), the following shall be substituted, namely :—

"i(A) For Gazetted Officers.—The conveyance hire charges actually paid may be re-imbur sed to a Gazetted Government servant, who performs a journey in the public interest within a radius of 8 Kilometres from his headquarters, in a conveyance when staff car is not available and where no travelling allowance is admissible, subject to the following conditions :—

- (i) The place visited on official duty is not less than one kilometre by the shortest route from the office of the Government servant concerned.
- (ii) If more than one officers are required to proceed to a particular place on official duty, they should share the autorikshaw or other conveyance, as far as possible.
- (iii) The Controlling Officer shall certify that the staff car could not be made available for the journey performed by the Gazetted Government servant concerned.

Note.—Heads of Departments may sanction to themselves the re-imbursement of conveyance hire charges subject to the conditions mentioned above.";

(b) In paragraph 2, for the words "the actual taxi hire or other conveyance hire incurred" the words "the actual conveyance hire charges incurred" shall be substituted;

(c) In paragraph 3, for the words "However, a taxi may be hired only in urgent cases", the following shall be substituted, namely :—

"However, a taxi may be hired only in urgent cases if the material or equipment is large enough that it cannot be transferred in an autorikshaw;"

(d) Under the heading 'GENERAL NOTES',—

- (i) In Note (i), the words "taxi hire or other" shall be omitted;
- (ii) In the Note (ii), the words "taxi or other" shall be omitted;
- (iii) In the Note (vi), the words "actual taxi or other" shall be omitted;
- (iv) After Note (vi), the following notes shall be inserted, namely :—

"(vii) Hiring of taxi by a Government servant, whether gazetted or non-gazetted, is not permissible under any circumstances.

(viii) Officers using their own conveyances for journeys in public interest beyond one kilometre may claim re-imbursement at the rate of mileage allowance admissible to them under Travelling Rules."

4. In Schedule VII of the said rules, in the Table, under the entry relating to "Loss of revenue", against item (i), below the existing entry in column 3, the following shall be inserted, namely :—

"The exercise of powers for scaling down of irrecoverable amounts of Income-tax Wealth-tax, Gift-tax, Expenditure tax, Estate duty shall be regulated in accordance with the provisions of the Income tax Act, 1961, Wealth-tax Act, 1957, Gift-tax Act, 1958, Expenditure-tax Act, Estate Duty Act, 1953, as the case may be, and the instructions issued by the Department of Revenue or Central Board of Direct Taxes, from time to time."

Note.—The Delegation of Financial Powers Rules, 1978 published vide Notification No. S.O. 2131 appearing in part II, section (3), sub-section (ii) of the Gazette of India, dated 22nd July, 1978 subsequently amended by :—

- (i) Notification No. S.O. 1887, dated 9-6-1979.
- (ii) Notification No. S.O. 2942, dated 1-9-1979.
- (iii) Notification No. S.O. 2611, dated 4-10-1980.
- (iv) Notification No. S.O. 2164, dated 15-8-1981.
- (v) Notification No. S.O. 2304, dated 5-9-1981.
- (vi) Notification No. S.O. 3073, dated 4-9-1982.

[No. F. 1(7)-E.II(A)/81]

K. L. MEHTA, Under Secy.

